

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
PAYSON CITY
AND MOUNTAIN VIEW HOSPITAL**

Law enforcement Services Agreement is made and entered into this Twentieth (20th) day of March, 2025, by and between PAYSON CITY, a Utah Municipal Corporation, through the Payson City Police Department (City), and MOUNTAIN VIEW HOSPITAL, Inc., d.b.a. MOUNTAIN VIEW HOSPITAL, a corporation organized under the laws of the State of Utah (Hospital).

RECITALS

Whereas, Hospital has contracted for many years with City for law enforcement services provided by the Payson City Police Department; and

Whereas, Hospital is desirous of contracting with the City for law enforcement services provided by the Payson City Police Department on the terms and conditions set forth in this Agreement; and

Whereas, City is agreeable to rendering such law enforcement services through the Payson City Police Department on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. SCOPE OF SERVICES

- 1.1 City agrees to provide law enforcement services within the confines of the property, grounds, and buildings that are collectively Mountain View Hospital.
- 1.2 Hospital agrees to provide access for the Payson City Police Department to provide law enforcement services within the confines of the property, grounds, and buildings that are collectively Mountain View Hospital.
- 1.3 The Payson City Chief of Police and the Mountain View Hospital Administration shall establish and coordinate law enforcement services to be provided by City to Hospital to the extent and in the manner hereinafter set forth in this Agreement.
- 1.4 Law enforcement services performed hereunder as coordinated by the Police

Chief and Hospital Administration, may include additional scheduled supplemental law enforcement staff, supplemental sworn officer support, and supplemental professional civilian staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, all sworn law enforcement officers, professional civilian law enforcement staff, and supplemental law enforcement services personnel provided under this Agreement are City employees operating under the sole authority and supervision of the Payson City Police Chief or his designee. Such officers, staff and personnel shall be required to follow all processes and procedures for independent contractors providing services at Hospital.
- 2.2 The Payson City Police Chief or his designee, shall have and retain all authority over City personnel, to perform employee supervision, corrective, disciplinary, or any other action related to City personnel provided by Payson City Police Department under the terms of this Agreement. Hospital has the right at any time to request that anyone providing services be removed from Hospital and City shall remove such personnel.
- 2.3 During the term of this agreement any concerns, complaints, or disputes related to the duties, functions, and expectations of level of service rendered by law enforcement personnel performing under this Agreement shall be addressed directly to the Payson City Chief of Police or designee.
- 2.4 All Hospital employees who work in conjunction with the City pursuant to this Agreement shall remain employees of the Hospital and shall not have any claim or right to employment, protection, salary, or benefits or claims of any kind from the City based on this Agreement.
- 2.5 Hospital shall not be called upon to assume any liability for the direct payment of any City salaries, wages, or other compensation to any City personnel performing services hereunder for said Hospital. Except as herein otherwise specified, Hospital shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his/her employment.

3.0 SCOPE OF SERVICE

Services performed hereunder and specifically requested by the Hospital shall be developed in conjunction with the Payson City Police Chief as described in Exhibit A.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing law enforcement services, City shall furnish and supply all necessary labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Hospital may provide additional resources for City to utilize in performance of the services.
- 4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said Hospital, the same shall be supplied by Hospital at its own cost and expense.
- 4.4 It is agreed that Payson Police will provide monthly timesheets to Hospital detailing daily hours worked to help determine productivity of law enforcement staff.

5.0 WARRANTY OF NON-EXCLUSION

City represents and warrants to Hospital that City, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the “federal healthcare programs”), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in City being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and City shall immediately notify Hospital of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Hospital the right to terminate this Agreement immediately for cause.

6.0 CONFIDENTIALITY REQUIREMENTS

City agrees to comply with all state and federal confidentiality statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal law enforcement standards contained in 45 C.F.R. Part 142 (the “Federal Law enforcement Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. City agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, City shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

7.0 ACCESS TO RECORDS

Pursuant to the requirements of 42 CFR 420.300 et seq., City agrees to make available to the Secretary of Health and Human Services (“HHS”), the Comptroller General of the Government Accounting Office (“GAO”) or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of costs hereunder for a period of four (4) years after the furnishing of services hereunder for any and all services furnished under this Agreement. In addition, City hereby agrees to require by contract that each subcontractor makes available to the HHS and GAO, or their authorized representative, all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of services thereunder.

8.0 INSURANCE

City shall maintain professional liability insurance in the amount of \$1 million per occurrence and \$3 million in the aggregate. City will provide Hospital with a certificate of insurance at any time, upon request.

9.0 INDEMNIFICATION

9.1 The City shall indemnify, defend, and hold harmless the Hospital, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

9.2 Hospital shall indemnify, defend, and hold harmless the City, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Hospital's acts and/or omissions arising from and/or relating to this Agreement.

10.0 TERM OF AGREEMENT

The initial term of this Agreement shall be from March 20th, 2025 to December 31st, 2025.

11.0 RIGHT OF TERMINATION

11.1 Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with not less than sixty (60) days advance written notice specifying the nature of the breach. The breaching party shall then have forty-five (45) days from the date of notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the sixty (60) day period without further notice or demand.

11.2 Either party may terminate this Agreement without cause upon at least ninety (90) days prior written notice to the other party. 11.3 In the event of a termination,

each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

12.0 BILLING RATES

- 12.1 The Hospital shall pay the City for the services provided under the terms of this Agreement at the rates set forth in Exhibit A.
- 12.2 Hospital shall be billed based on the services provided within the parameters of Exhibit A.

13.0 PAYMENT PROCEDURES

- 13.1 City shall invoice Hospital monthly at the beginning of the month. Hospital shall pay the City within thirty (30) days after date of said invoice.
- 13.2 If such payment is not delivered to the City within thirty (30) days after the date of the invoice, City is entitled to recover interest thereon. For any disputed amounts, Hospital shall provide City with a written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.
- 13.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

14.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with

signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to City shall be addressed as follows:

Payson City Corporation
Attn: Payson City Manager
439 West Utah Avenue
Payson City, Utah 84651
Phone: 801-465-5234

Notices to Mountain View Hospital shall be addressed as follows:

Mountain View Hospital
Attn: CEO
1000 E. 100 N.
Payson, UT 84651
Phone: 801-465-7100

With a copy to:

Legal Department
P.O. Box 550
Nashville, TN 37202-0550

15.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written amendment duly executed by an authorized representative of the City and an authorized representative of Hospital. Notwithstanding, the Chief or his designee is hereby authorized to execute on behalf of the City any Amendments and/or supplemental agreements.

13.2 If such payment is not delivered to the City within thirty (30) days after the date of the invoice, City is entitled to recover interest thereon. For any disputed amounts, Hospital shall provide City with a written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the

dispute resolution is memorialized.

13.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

16.0 REGULATORY REQUIREMENTS

Nothing in this Agreement shall be construed to require City or City's Representatives to direct patients to Hospital or any other Affiliate to provide inpatient, outpatient, or other services to patients or otherwise generate business for Hospital or any other Affiliate. Notwithstanding the unanticipated effect of any of the provisions herein, the parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark Law), and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto agree to take such actions necessary to construe and administer this Agreement therewith. The parties solely intend the fees paid to City compensate City for the provision of such services, and not influence City or City's Representatives with regard to any referrals of patients to Hospital or any other Affiliate. As such, the parties acknowledge that the compensation paid to City hereunder would be the same whether or not any such referrals are made. The parties further intend that the compensation paid hereunder shall be fair market value for the services rendered based on arm's length bargaining and the value of similar services in the community. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes or that the compensation hereunder exceeds reasonable compensation, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein.

17.0 AUTHORIZATION WARRANTY

- 17.1 Hospital represents and warrants that the person executing this Agreement for the Hospital is an authorized agent who has actual authority to bind Hospital to each and every term, condition, and obligation of this Agreement and that all requirements of Hospital have been fulfilled to provide such actual authority.
- 17.2 City represents and warrants that the person executing this Agreement for City is an authorized agent who has actual authority to bind City to each and every term, condition, and obligation of this Agreement and that all requirements of City have been fulfilled to provide such actual authority.

18.0 ENTIRE AGREEMENT

This Agreement, Exhibit A, and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant this Agreement.

**MUNICIPAL SECURITY SERVICES AGREEMENT
BY AND BETWEEN
PAYSON CITY POLICE DEPARTMENT
AND MOUNTAIN VIEW HOSPITAL**

IN WITNESS WHEREOF, the Payson City Police Department, by order of its City Council, has caused this Agreement to be executed by the Payson City Mayor and attested by the Payson City Recorder, and the Hospital has caused this Agreement to be executed on its behalf by its duly authorized representatives.

PAYSON CITY POLICE DEPARTMENT

By _____
William R. Wright, Mayor

ATTEST:
Payson City Recorder

By _____

**MOUNTAIN VIEW HOSPITAL, INC. dba
MOUNTAIN VIEW HOSPITAL**

By  _____
Kevin A. Johnson, CEO

EXHIBIT A

Payson City Police will provide on-site law enforcement (1.5 officer) to Mountain View Hospital weeknights between the hours of 5:00 p.m. to 11:00 p.m. Monday – Friday, with an emphasis on 24 hour coverage on Saturdays, Sundays and Holidays. A total of 1.5 FTEs will be allocated to this coverage model. Payson Police Department will make every attempt to exceed minimum coverage at peak times.

Mountain View Hospital will pay Payson City Police hourly for such law enforcement coverage according to the following cost breakdown. It is understood by both parties that said payments constitute fair market value for said coverage.

A. Annual Salaries, Wages, and Benefits Costs:

a) Wage	\$61,422.40	X1.5 FTE =	\$92,133.60
b) Insurance	\$24,817.92	X1.5 FTE =	\$37,226.88
c) Retirement	\$20,219	X1.5 FTE =	\$30,328.50
d) FICA	\$4,698.81	X1.5 FTE =	\$7,048.21
e) Disability	\$563.28	X1.5 FTE =	\$844.92
f) Safety	\$120	X1.5 FTE =	\$180
g) Workman's Comp	\$595.76	X1.5 FTE =	\$893.64
h) Training	\$3,456	X1.5 FTE =	\$5,190.00

Total Salaries, Wages, and Benefits Costs = \$173,974.75

B. Annual Equipment Rental / Supplies:

a) Vehicle	\$9,000	X1.5 FTE =	\$13,500.00
b) Phone	\$360	X1.5 FTE =	\$720.00
c) Uniform	\$1,000	X1.5 FTE =	\$2,100.00

Total Equipment, Rental / Supplies, Costs = \$16,320.00

Total Annual Costs	\$190,594.75
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*Annual SWB, equipment, & supplies to be paid 1/12 (\$15,882.90) on the first of each month.