



RESOLUTION 10-01-2019

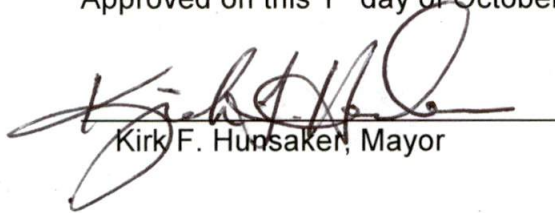
A RESOLUTION APPROVING A SERVICE AGREEMENT WITH FIRST PROFESSIONAL SERVICE CORPORATION TO PROVIDE FIRE/EMS DEPARTMENT BILLING/INVOICING SERVICES

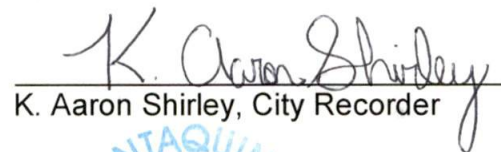
BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents a Service Agreement with First Professional Services Corporation to Provide Fire/EMS Department Billing/Invoicing Services.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 1st day of October 2019.


Kirk F. Hunsaker, Mayor


K. Aaron Shirley, City Recorder



SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made on the date subscribed below and is to become effective as of the 1ST day of OCTOBER, 2019 by and between **First Professional Services Corporation**, a Utah Corporation whose address is 8841 South Redwood Road, Suite B, West Jordan, Utah 84088 (hereinafter "FPSC") and **SANTAQUIN CITY FIRE DEPARTMENT** organized and existing under the laws of the State of Utah whose address is 275 W. Main St. SANTAQUIN, UTAH (hereinafter "SCFD)." FPSC and SCFD are collectively referred to as the "Parties."

WHEREAS SANTAQUIN CITY FIRE DEPARTMENT desires to contract with FPSC for the performance of certain billing services and FPSC desires to contract with SANTAQUIN CITY FIRE DEPARTMENT to perform certain billing services for SANTAQUIN CITY FIRE DEPARTMENT in exchange for compensation, the Parties make and enter into this Agreement to memorialize their understanding and agreement.

TERMS OF AGREEMENT

NOW THEREFORE in exchange for good and valuable consideration including the mutual covenants contained in this Agreement, the Parties hereby represent, warrant, covenant, and agree as follows:

1. **DEFINITIONS:** Whenever used in this Agreement, the following terms shall have the following meanings:
 - (a) "SANTAQUIN CITY FIRE DEPARTMENT" shall refer to SANTAQUIN CITY FIRE DEPARTMENT organized and existing under the laws of the State of Utah
 - (b) "Customer(s)" shall refer to that person(s), who is responsible for the payment of goods or services which have been provided by SANTAQUIN CITY FIRE DEPARTMENT, regardless of who actually received the goods or services provided.
 - (c) "Customer Accounts Receivable" shall mean all Customer accounts receivable of SANTAQUIN CITY FIRE DEPARTMENT resulting from the providing of goods and/or services by SANTAQUIN CITY FIRE DEPARTMENT to its Customer(s) as of the date of this Agreement and all future goods and services to be provided by SANTAQUIN CITY FIRE DEPARTMENT for its Customer(s) after the commencement of this Agreement.
 - (d) "FPSC Ledgers" shall mean the accounting and bookkeeping records of FPSC created or maintained by FPSC for the purpose of performing this Agreement whether or not those materials are computerized and regardless of whether the records of the Customer Accounts Receivable are recorded or maintained by FPSC in paper or electronic format.
 - (e) "Accounting Period" shall mean Monday through the following Sunday of each week during the term of this Agreement.
 - (f) "Settlement Day" is the second business day of the week following the Accounting Period. Settlement Day is the day when FPSC places into the bank account of SANTAQUIN CITY FIRE DEPARTMENT the collections received during the previous Accounting Period, less any amounts owing to FPSC under this Agreement. FPSC may, upon (15) fifteen days prior written or electronic notice, change the Settlement Day to a different day of the same week. If the day set as the Settlement Day falls on a day which follows a federal or state banking holiday, the Settlement Day shall be extended by one additional day.
2. **SERVICES:** FPSC agrees to provide to SANTAQUIN CITY FIRE DEPARTMENT the services which are described in Exhibit A, which is attached to this Agreement and incorporated herein by reference, subject to the following:
 - (a) The services to be provided by FPSC shall be performed only on SANTAQUIN CITY FIRE DEPARTMENT Customer Accounts Receivable.

- (b) All money received by FPSC from the collection of Customer Accounts Receivable during an Accounting period shall be deposited into a trust account at Zions Bank. On the Settlement Day, FPSC will disburse into SANTAQUIN CITY FIRE DEPARTMENT' checking account at Zions Bank the money received, less any amounts owing to FPSC under this Agreement.
- (c) FPSC will make its best efforts to perform all of its billing services in compliance with all applicable laws and according to the terms of this Agreement and according to any procedures and/or policies which have or may be established by FPSC.
- (d) The Parties acknowledge and agree that FPSC provides billing services, that it is not collection agency, and that it does not guarantee the payment or collect ability of any of the Customer Accounts Receivable.
- (e) The Parties acknowledge and agree that FPSC is acting as an independent contractor pursuant to the terms of this Agreement and that it is not an "employee" or in-house agent of SANTAQUIN CITY FIRE DEPARTMENT.
- (f) The Parties agree that this Agreement shall not constitute a partnership or joint venture between the Parties.
- (g) The Parties agree to enter into a joint Business Associate Agreement (BAA) as required by the Health Information Privacy and Portability Act (HIPPA).

3. **FPSC REMUNERATION:** SANTAQUIN CITY FIRE DEPARTMENT agrees to pay to FPSC the following Costs and Expenses:

- (a) "An Initial Set-up Fee": At the commencement of this Agreement, an initial set-up fee of seven hundred fifty dollars (\$750.00) shall be paid. **This fee shall be waived and non-applicable.**
- (b) "Accounts Receivable Fee": On each Settlement Day, an Accounts Receivable Fee shall be calculated and paid by SANTAQUIN CITY FIRE DEPARTMENT. The Accounts Receivable Fee shall be equal to six- and one-half percent (6.5%) of the total receipts posted during the Accounting Period. At no time shall the weekly fee be less than two hundred fifty dollars (\$250).
- (c) "Equipment and Software Use Fees": In the event that SANTAQUIN CITY FIRE DEPARTMENT uses equipment and/or software as provided by FPSC, a reasonable fee shall be charged for the use of such equipment and/or software based on an amount to be determined by the parties. (See Exhibit A)
- (d) Reimbursement of Costs and Expenses. SANTAQUIN CITY FIRE DEPARTMENT agrees to reimburse FPSC for costs and expenses incurred by FPSC for SANTAQUIN CITY FIRE DEPARTMENT. Those costs and expenses shall include the total amount of all charges incurred by FPSC on behalf of SANTAQUIN CITY FIRE DEPARTMENT for such items including, but not limited to, attorney's fees, charges relating to bank credit card transactions, returned check charges, forms and supplies other than those specifically agreed on by both parties. In the event that the services provided by FPSC include the mailing of statements to SANTAQUIN CITY FIRE DEPARTMENT' Customers and the postage thereon exceeds \$.50 per statement mailed by FPSC, then SANTAQUIN CITY FIRE DEPARTMENT agrees to reimburse to FPSC any excess over \$.50 per Customer statement. Where applicable, FPSC shall provide SANTAQUIN CITY FIRE DEPARTMENT with FPSC's current price list of Charges. The costs and expenses to be reimbursed shall not include attorney's fees or other costs related to actions, claims or suits brought against FPSC when said actions, claims or suits are based on or caused by the misconduct of FPSC.
- (e) All Costs and Expenses shall be deducted at Settlement Day from the proceeds due SANTAQUIN CITY FIRE DEPARTMENT from collections of Customer Accounts Receivable during the Accounting Period prior to the Settlement Day. In the event that there have not been sufficient collections to cover the Costs and Expenses incurred during an Accounting Period, FPSC shall be entitled to receive such Costs and Expenses from the collections of Customer Accounts Receivable during any subsequent Accounting Period(s). Upon written notice to SANTAQUIN CITY FIRE DEPARTMENT, SANTAQUIN CITY FIRE DEPARTMENT acknowledges and agrees to pay to FPSC on demand all costs and expenses incurred by FPSC, whether on not collected from SANTAQUIN CITY FIRE DEPARTMENT Customer Accounts Receivable. FPSC shall be entitled to charge interest, at eighteen percent (18%) per annum, on any costs and expenses due from SANTAQUIN CITY FIRE DEPARTMENT which remain unpaid more than ten (10) days after the applicable Settlement Day for the payment of those costs and expenses.

4. **SANTAQUIN CITY FIRE DEPARTMENTS' WARRANTIES AND REPRESENTATIONS:** SANTAQUIN CITY FIRE DEPARTMENT represents and warrants to FPSC as follows:
- (a) That each Customer Accounts Receivable arose out of a bona fide sale of goods or services provided by SANTAQUIN CITY FIRE DEPARTMENT in the ordinary course of SANTAQUIN CITY FIRE DEPARTMENTS' business operations;
 - (b) That the Customer who is responsible for the payment of the goods or services provided by SANTAQUIN CITY FIRE DEPARTMENT had the legal capacity to contract for the goods or services which were provided as reflected in the Customer Accounts Receivable;
 - (c) That SANTAQUIN CITY FIRE DEPARTMENT complied with all applicable laws and regulations of any local, state, or federal governmental entity in selling or providing the goods or services for which payment is sought;
 - (d) That SANTAQUIN CITY FIRE DEPARTMENT has and will continue to hold and maintain all necessary licenses, permits and any other qualifications required by law which SANTAQUIN CITY FIRE DEPARTMENT must have in order to provide the goods or services for which payment is sought; and
 - (e) That all Customer Accounts Receivable recorded on FPSC Ledgers are accounts for which a cash payment is to be received.
5. The Parties agree that each party shall be responsible for providing its own equipment necessary for carrying out this Agreement. If SANTAQUIN CITY FIRE DEPARTMENT seeks to have FPSC provide it with any equipment to be used in connection with this Agreement, the Parties shall prepare and sign a separate document, which reflects the equipment to be provided by FPSC and the cost to be charged therefor. Nevertheless, the Parties agree to utilize computer equipment and software programs which are compatible.
6. **INSURANCE BILLINGS:** SANTAQUIN CITY FIRE DEPARTMENT agrees to use FPSC insurance billing procedures which it has established for healthcare providers.
7. **DISPUTES MADE BY SANTAQUIN CITY FIRE DEPARTMENT CUSTOMERS:** SANTAQUIN CITY FIRE DEPARTMENT is responsible to resolve disputes which may arise between SANTAQUIN CITY FIRE DEPARTMENT and its' Customers concerning the goods sold or services provided to the Customer(s) by SANTAQUIN CITY FIRE DEPARTMENT. SANTAQUIN CITY FIRE DEPARTMENT shall promptly notify FPSC of any dispute that has arisen with respect to any Customer Account Receivable and any adjustment, which has or will be made to the balance owing to SANTAQUIN CITY FIRE DEPARTMENT by the Customer(s).
8. **SPECIAL POWER OF ATTORNEY:** SANTAQUIN CITY FIRE DEPARTMENT hereby gives to FPSC a special power of attorney wherein FPSC is hereby empowered and fully authorized to endorse any check, draft, money order, or any other instrument or remittance received by FPSC in payment of any of the Customer Accounts Receivable.
9. **GENERAL PROVISIONS:** The following general provisions are also agreed to by the parties:
- (a) SANTAQUIN CITY FIRE DEPARTMENT will cooperate and deliver to FPSC any necessary documents or materials and do all things reasonably necessary to carry out the terms of this Agreement, and to facilitate the performance by FPSC of its duties as provided for under this Agreement.
 - (b) Except as provided for herein, this Agreement may not be altered or amended except by a written document signed by the parties. However, the foregoing limitation shall not preclude FPSC from making changes or adjustments to the Accounts Receivable Fee, changes to the Costs and Expenses to be charged, and changes to its policies and procedures.
 - (c) This Agreement represents the entire Agreement between SANTAQUIN CITY FIRE DEPARTMENT and FPSC.
 - (d) No modification to this Agreement shall be enforceable unless evidenced in writing and signed by the parties to this Agreement.

- (e) If any provision, phrase, or any part or portion of this Agreement shall be declared or held illegal, void, avoidable, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect unless the Agreement is terminated by one of the parties pursuant to the terms of this Agreement.
- (f) No obligation or covenant under this Agreement shall be deemed waived or excused unless the Parties have so agreed in writing.
- (g) The construction and enforcement of this Agreement shall be governed by the laws of the State of Utah.
- (h) The party to this Agreement which breaches this Agreement shall be responsible for all attorneys' fees and out of pocket costs and expenses incurred by the other party in attempting to enforce any terms of this Agreement whether or not a lawsuit is filed.
- (i) FPSC may make available certain business forms to SANTAQUIN CITY FIRE DEPARTMENT in order to facilitate the performance of this Agreement, and SANTAQUIN CITY FIRE DEPARTMENT agrees to use those forms unless the request is burdensome and unreasonable.
- (j) SANTAQUIN CITY FIRE DEPARTMENT agrees to keep such records on SANTAQUIN CITY FIRE DEPARTMENTS' Customers as may be required from time to time by FPSC.
- (k) The parties to this Agreement agree to cooperate with each other for the purpose of carrying out the intent of this Agreement.

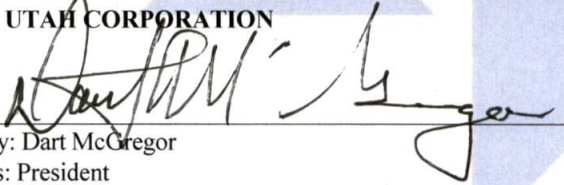
10. **Indemnification by FPFC:** FPFC agrees to hold harmless and indemnify SANTAQUIN CITY FIRE DEPARTMENT to the full extent permitted by law, its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents against all actions, suits, losses, claims, damages, liabilities and expenses caused as a result of negligence misconduct, error or omission of FPSC or any officers, agents or employees of FPSC performing services hereunder. This section does not require FPSC to be responsible for or defend against claims or damages arising solely from acts or omissions of SANTAQUIN CITY FIRE DEPARTMENT its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents.
11. **Indemnification by SANTAQUIN CITY FIRE DEPARTMENT:** SANTAQUIN CITY FIRE DEPARTMENT agrees to hold harmless and indemnify FPSC to the full extent permitted by law, its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents against all actions, suits, losses, claims, damages, liabilities and expenses caused as a result of negligence misconduct, error or omission of SANTAQUIN CITY FIRE DEPARTMENT or any officers, agents or employees of SANTAQUIN CITY FIRE DEPARTMENT in performing services which are provided by SANTAQUIN CITY FIRE DEPARTMENT to its Customers or in performing the terms of this Agreement. This section does not require SANTAQUIN CITY FIRE DEPARTMENT to be responsible for or defend against claims or damages arising solely from acts or omissions of FPSC its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents.
12. **TERMINATION WITHOUT CAUSE:** SANTAQUIN CITY FIRE DEPARTMENT or FPSC may terminate this Agreement by providing one hundred twenty (120) days advance written notice of its election to terminate this Agreement. In the event such notice is given by either party, FPSC shall continue to provide the services provided for under this Agreement until the termination date. Any final amounts owing by either party shall be paid on the termination date.
13. **TERM OF THE AGREEMENT:** This agreement shall be for the period of five (5) years from the date of signing. This agreement will automatically renew at the end of the current term unless terminated by either party according to Section 12 of this agreement.
14. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other. Nevertheless, if an assignment occurs by operation of law, the terms of this Agreement shall be binding upon the any trustee, receiver, administrator or other assignee.

15. **NOTICE:** Any notice to be provided for under this Agreement shall be deemed properly given if the notice is sent via the U.S. Postal Service by First Class Mail with postage prepaid to the address first set forth above.
16. **AUTHORITY TO EXECUTE AGREEMENT.** The Parties warrant and represent to each other that they are each authorized and empowered to sign this Agreement and that the Agreement does not violate any restriction or limitation known to the Parties.
17. **CORPORATE ACTION:** The persons executing this Agreement on behalf of the above named Parties hereby represent and warrant that they have been and are on the date of the execution of this Agreement duly authorized by all necessary and appropriate actions and resolutions to make and enter into this Agreement on behalf of the entity for which he or she has signed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following dates.

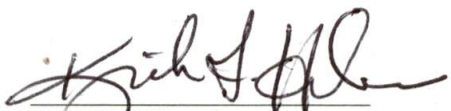
Dated this 7 day of November 2019.

**FIRST PROFESSIONAL SERVICES CORPORATION,
A UTAH CORPORATION**


By: Dart McGregor
Its: President

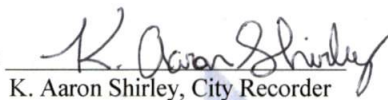
Dated this 7 day of November 2019.

SANTAQUIN CITY FIRE DEPARTMENT,
AN AUTHORIZED GOVERNMENT ENTITY, DEPARTMENT OR ASSOCIATION



By: Kirk F. Hunsaker
Its: Mayor

ATTEST:



K. Aaron Shirley, City Recorder



EXHIBIT A for SANTAQUIN City Fire Department

Data Entry

- Daily Activity
- Insurance
- State EMS Reporting
- Hazardous Material Cost Recovery
- Electronic Patient Care Reporting

Software

- ImageTrend EPCR (See Notes)
- Central Square EMS Billing Software

Monthly Statements

- FPSC Statement
- Itemized Invoices
- Postage

Collections

- Phone calls
- Collection notices with statements
- Payment schedules
- Hazmat letters/invoice

Insurance Processing

- Print & send hard copy (when applicable)
- Create & send electronically (when applicable)
- Insurance follow-up

Reports

- Daily summary
- Weekly Deposit summary
- Monthly summary
- Aged trial balance (See notes)
- Other (See Notes)

Forms & Supplies

- Insurance forms
- Run Sheets
- Hazmat Reports
- Hardship Charity Forms
- Other (See Notes)

Miscellaneous

- Inter-local agreement reconciliation

NOTES:

Reports Available Upon Request