



**AGENDA ITEM # 11A/B**

**AGENDA ITEM EXECUTIVE SUMMARY**

**Village Board Meeting**

**November 11, 2019**

**Item Title: Contractual Firefighter/Paramedic Agreement**

**Staff Contact: Daniel Anderson, Fire Chief**

**VILLAGE BOARD ACTION**

**Adopt a resolution authorizing the Mayor to sign and Village Clerk to attest to an agreement for firefighter/paramedic services between the Village of Roselle and Metro Paramedic Services, Inc. (“Metro”).**

**Executive Summary:**

At the Committee of the Whole Meeting on October 14, 2019, the Board was provided with a staff recommendation to enter into a new three year agreement with Metro. The Board responded favorably to the recommendation however requested staff to determine if Metro was amenable to a longer term agreement with the Village. The Board requested staff meet with representatives of Metro to identify options for up to a five year agreement.

Consistent with the direction of the Board, staff met with Metro and provided additional options through a Memorandum dated October 23, 2019. The memo provided three possible options for a new agreement. Staff recommends Option #2 as follows:

Year 1	2020	\$776,728	8.7%
Year 2	2021	\$803,022	3.4%
Year 3	2022	\$830,246	3.4%
Year 4	2023	\$854,420	2.9%
Year 5	2024	\$879,395	2.9%
			21.3% Five year total increase

Total Contract Cost \$4,143,809

Average annual increase - 4.26%

Other than date related changes, the new agreement remains the same as the 2017 agreement.

**Implications:**

**Is this item budgeted?** Yes, the FY 2020 proposed budget reflects the cost for services for year one of the agreement.

**Any other implications to be considered?** None

**Attachments:**

Memorandum dated October 23, 2019

Resolution authorizing the agreement

Agreement

**RESOLUTION NO. 2019-**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE VILLAGE CLERK  
TO ATTEST TO AN AGREEMENT FOR FIREFIGHTER/PARAMEDIC  
SERVICES BETWEEN THE VILLAGE OF ROSELLE AND  
METRO PARAMEDIC SERVICES, INC.**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with Metro Paramedic Services, Inc., 395 W. Lake Street, Elmhurst, Illinois, 60126 for firefighter/paramedic services; and

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "Agreement for firefighter / paramedic services between the Village of Roselle and Metro Paramedic Services, Inc., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 11th day of November, 2019

AYES:

NAYS:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Andrew J. Maglio, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Burns, Village Clerk

## AGREEMENT TO PROVIDE FIREFIGHTER/PARAMEDIC SERVICES

This Agreement made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Village of Roselle and Metro Paramedic Services, Inc. an Illinois Corporation.

### WITNESSETH

WHEREAS, the Village of Roselle (hereinafter referred to as “Roselle”, “Department”, or “Village”) seeks to provide emergency Firefighter/Paramedic service in order to preserve, protect, and promote the public health, safety, and general welfare; and

WHEREAS, Metro Paramedic Services, Inc., 395 W. Lake Street, Elmhurst, Illinois, 60126, an Illinois corporation (hereinafter referred to as “Metro”) seeks to provide to Roselle Firefighter/Paramedic personnel for emergency fire, ambulance and other services under the terms and conditions hereinafter set forth; and

WHEREAS, Metro shall provide services within the corporate limits of the Village, and such other areas the Village provides Fire/Paramedic services, including mutual aid calls, and such other areas which otherwise, from time to time, may be required; and

WHEREAS, Roselle desires to engage the services of Metro to provide Firefighter/Paramedic personnel and services as hereinafter provided:

### IT IS THEREFORE AGREED AS FOLLOWS:

1. RECITALS INCORPORATED. The recitals set forth above are hereby incorporated into and made a part of this Agreement as substantive provisions and as representing the intent of the parties.

2. METRO SERVICES.

**EMT-P/Firefighter II:** For the period from January 1, 2020 through December 31, 2024, Metro shall provide Roselle sufficient qualified personnel to ensure that three (3) Metro Firefighter/Paramedics are on shift duty at all times, twenty-four hours per day, 7 days per week, 365 days per year. Said service shall consist of nine (9) Firefighter/Paramedics, of which all nine (9) shall be, at a minimum, certified by the Illinois Department of Public Health as Emergency Medical Technician-Paramedics and by the Illinois State Fire Marshall as Firefighter II or Firefighter Basic level. All assigned or replacement Firefighter/Paramedics shall be certified/approved within the Central DuPage Hospital Emergency Medical System or any subsequent EMS system entered into by Roselle. These personnel shall perform paramedic and firefighting duties for the exclusive use of Roselle.

Said firefighter/paramedics shall also meet NFPA 1582 physical fitness or other requirements specified by the Village and/or the Fire Chief of the Roselle Fire Department (hereinafter the “CHIEF”) whether or not the same have been established or modified after the date of the Agreement. At the discretion of the Village, at least six (6) paramedics shall have three (3) years minimum fire/paramedic service experience or be an employee of the contractor previously serving the Village or other acceptable combination of experience. The six (6) paramedics with

three (3) minimum years of fire service and paramedic experience shall be assigned so every shift has a minimum of one (1) paramedic on duty satisfying the three (3)-year experience requirement.

- a. **Duty Shifts:** Each Firefighter/Paramedic shall work a duty shift of, twenty-four consecutive hours followed by forty-eight hours off duty, with shifts beginning at 6:30 a.m. and concluding at 6:30 a.m. the next morning. Each 24-hour period shall be considered a “shift”. No Firefighter/Paramedic shall leave his or her shift assignment until properly relieved. In the event a Firefighter/Paramedic is scheduled to work additional shift hours preceding or continuous to their normal shift assignment, the total hours worked continuously shall not exceed 48-hours.
  
- b. **Liaison/EMS Coordinator:** In addition to the nine (9) Firefighter/Paramedics being provided by Metro, as described in Article 2, Metro shall also provide one (1) Firefighter/Paramedic who shall be designated by Metro as the Liaison/EMS Coordinator (hereinafter “Coordinator”). Metro shall designate its Coordinator based on a minimum of five (5) years of experience and shall also have the following credentials: be an IDPH Lead Instructor, ACLS, BTLs, PHTLS, PEPP, CPR PALS Instructor certifications to administer this agreement or other such qualifications as acceptable to the Fire Chief. The Coordinator shall also be the Metro’s liaison for this Agreement with the Fire Chief or his designee. The Coordinator shall advise the Roselle Fire Chief or his designee of any changes or needs which affect the EMS program and shall further advise of existing or potential conflicts between hospital staff and department personnel. The Coordinator shall fulfill the duties and assignments and functions of a Firefighter/Paramedic and shall fulfill any additional duties and assignments directed by the Roselle Fire Chief or his designee. The work hours of the EMS Coordinator will be determined by the Village and/ or Fire Chief. It is understood by the parties that said Coordinator is an advisory position only. Specifically, the EMS Coordinator shall be responsible for:
  - EMS System Liaison;
  - HIPAA Compliance;
  - Billing Coordinator to third party biller;
  - Ambulance licensure;
  - EMS System and IDPH Inspections;
  - EMS Personnel Licensure;
  - QA/QI;
  - Assist with budgeting for EMS expenditures;
  - Maintenance of EMS supplies and equipment; and
  - Continuing Education;
  
- c. **Replacement Firefighter/Paramedics:** Replacement Firefighter/Paramedics shall be made available for any reason including illness, vacation, or other vacancy caused by the absence of the regularly assigned personnel to fulfill the assigned duties for the regularly scheduled Firefighter/Paramedics. Metro shall provide the Roselle Fire Chief with no less than one week’s notice of any

Firefighter/Paramedic seeking to vacate his or her position, for any period greater than two consecutive weeks, with an explanation of the reason for vacating the position. Replacement personnel other than the nine regularly assigned personnel may be assigned on a temporary basis to fill unplanned vacancies (for example; National Guard duty, jury duty, etc.) All replacement personnel shall be approved by the Fire Chief or his designee. Metro shall place paramedics for substantial durations with Roselle to promote crew integrity and operational continuity. All Firefighters/Paramedics shall be housed in the Roselle Fire Station while on duty. In no event shall there ever be less than three (3) firefighter/paramedics assigned to each shift who, in the opinion of the CHIEF (or his designee), are familiar with the DEPARTMENT'S operations. Any part-time firefighter/paramedics Metro intends to utilize, on occasion, shall be previously approved by the CHIEF or his designee, following the same procedures that are outlined in this Agreement. Part-time firefighter/paramedics shall meet all qualification standards that are established for the regularly assigned full-time contract firefighter/paramedics. Replacement personnel shall be provided without interruption to service and in accordance with this Agreement. Metro, to the best of its ability, shall undertake appropriate efforts to minimize the turnover of its personnel under this Agreement, to the best of their ability.

3. MINIMUM FIREFIGHTER / PARAMEDIC STANDARDS. Metro Firefighters/Paramedics assigned to Roselle shall:

- a. At least six (6) paramedics shall have at least three (3) years minimum paramedic/fire service experience or be an employee of Metro previously serving the Village, or other combination of experience acceptable to the Fire Chief.
- b. Be at least 21 years of age.
- c. Possess a valid CPAT at time of hire.
- d. Possess a high school diploma or GED.
- e. Possess a State of Illinois Paramedic License and, at a minimum, Firefighter II or Firefighter Basic Certification. .
- f. Have CPR Certification and blood borne pathogen training.
- g. Be a certified American Heart Association CPR instructor.
- h. Be Advanced Cardiac Life Support and Pediatric Advanced Life Support certified.
- i. Meet NFPA 1582 physical fitness standards or other requirements specified by the Village or Chief whether or not the same have been established or modified after the date of this Agreement.
- j. Possess and maintain an Illinois Class B Non CDL Driver's License.
- k. Possess that knowledge and skill and use that care which reasonably well-qualified paramedics would apply and use in providing paramedic services to patients in like circumstances, per EMSS protocols.
- l. Hold a State of Illinois Emergency Medical Technician- Paramedic License issued by the Illinois Department of Public Health.
- m. Be approved for the service within the Department and for all fire / ambulance

/ emergency service providers with which it is involved for mutual aid purposes.

- n. Be accepted into the CDH EMS System or other EMS System of Village's choice or any other EMS system entered into by Roselle.

4. COMPLIANCE WITH THE LAW. Metro and its employees shall comply with all State and Federal laws, rules and regulations, including the regulations of the Illinois Department of Public Health, the codes, ordinances, rules and regulations of Roselle, and the regulation of the Emergency Medical Services System under which Roselle operates. All assigned Firefighter/Paramedics shall have all required State of Illinois certifications/licenses and be approved to function in the resource hospital committed to by Roselle.

5. COMMAND STRUCTURE. When operating as firefighters, Metro Firefighter/Paramedics shall operate under the direction of the Roselle Fire Chief or any persons designated by him as per chain of command. The DEPARTMENT reserves the right to reject any candidate referred by Metro for assignment to the DEPARTMENT. When performing firefighter duties, Metro Firefighter/Paramedics shall fulfill any and all lawful duties and assignments as directed by the Roselle Fire Chief or his designated officers.

6. METRO FIREFIGHTER/PARAMEDIC DUTY ASSIGNMENTS. Metro Firefighter/Paramedics shall provide advanced life support pre-hospital medical care to persons within the boundaries of the service area set forth in this Agreement. In addition to their regular duty assignments, Metro Firefighter/Paramedics shall provide other services on duty, as directed by Chief or his designee, at no additional cost to the Department, including but not limited to:

- a) Routinely inspect and maintain all assigned equipment, uniforms, and personal protection;
- b) Present demonstrations of the fire apparatus, ambulances and equipment;
- c) Instruct cardio-pulmonary resuscitation (CPR) classes;
- d) Provide any and all services connected with their professional training; When qualified, furnish ongoing education/instruction to all personnel of the DEPARTMENT;
- e) Conduct, blood pressure screening within the DEPARTMENT'S service area;
- f) Prepare written reports pertaining, but not limited to, response, statistics, system status reports, and performance monitoring;

When qualified, conduct basic medical training for members of the DEPARTMENT or VILLAGE.

7. OFF DUTY SPECIAL EVENT. Metro will provide and compensate **off duty** personnel for up to, but not exceeding **100** hours per year, for standby at special events within the DEPARTMENT. Additionally, Metro shall provide a FLAT FEE hourly rate of \$25.00 per hour should the off duty service needs of the DEPARTMENT change for any additional off

duty hours worked by Metro personnel. Metro further agrees to invoice the DEPARTMENT on a monthly basis for these additional hours.

8. CONTINUING EDUCATION. Metro at its sole cost and expense shall be responsible for the continuing education and training of its employees as designated or mandated by the Emergency Medical Services System (EMSS) or other regulating System, the Illinois Department of Public Health, or the State of Illinois. Education and training shall not cause on-duty Firefighter/Paramedics assigned to Roselle to be absent from their assigned shift or other duty. All firefighter/paramedics shall continue their professional training and education to meet the requirements of the VILLAGE, the DEPARTMENT, the United States Department of Transportation, the Illinois Department of Public Health, or any other licensing body. Metro personnel shall be allowed to attend on duty continuing education. The DEPARTMENT shall not be required to pay Metro for personnel provided who are not properly licensed or certified.

Metro shall provide its employees with specialty team training such as Hazardous Materials, Technical Rescue and Dive/Water Rescue. Metro will accomplish this by Metro paying the fees for its employees to attend said training classes at the Illinois Fire Service Institute, NIPSTA, or to any class approved by Office of the Illinois State Fire Marshal. Metro understands that it's employees need to receive the same training as the members of the Roselle Fire Department and other fire departments participating in the West Suburban Fire Rescue Alliance and therefore, Metro further understands that in lieu of providing the training, Metro shall provide reimbursement to the Village for specialty team training courses offered to Metro's employees.

9. FIREFIGHTER DUTIES. Metro Firefighter/Paramedics shall be called upon from time to time to perform the duties of a firefighter. It is understood and agreed to by both parties the firefighter/paramedics whose services are being furnished herein are **DUAL ROLE** firefighter **AND** paramedic which will be required to act in both capacities on a daily basis. Metro will notify and inform each firefighter/paramedic of this obligation, before said firefighter/paramedic is assigned for service under this Agreement. The Roselle Fire Chief may in his sole discretion approve any exception to the above provision. Fire Academy costs or other fire-related training for Metro employees shall be paid by Metro, not Roselle.

The DEPARTMENT is a member of the West Suburban Fire Rescue Alliance which provides specialized rescue in addition to MABAS response obligations. As such, the DUAL ROLE firefighter/paramedics are expected to be capable of responding to and participating in specialized incidents.

10. INDEPENDENT CONTRACTOR. The Firefighter/Paramedics shall be employees of Metro, not Roselle, even though such firefighter/paramedic may be required under his/her agreement with Metro to accept direction of the CHIEF (or his designee) of Roselle while the firefighter/paramedic is on duty in connection with the carrying out of ambulance services, the paramedic program and any other fire related duties pursuant to this Agreement. Metro shall be responsible for and shall provide any and all obligations of an employer, including but not limited to: Worker's Compensation Insurance, withholding for Federal and State income taxes and F.I.C.A., other employment or unemployment obligations, or any other obligation or withholding due to or from any employee under State or Federal law or any other law having

applicability hereto. Metro shall provide a certificate of insurance for each of the coverage's required under this Agreement. Such certificate of insurance shall require that the insurance carrier give at least thirty (30) days written notice to the VILLAGE prior to any modification or cancellation of the policy for whatever reason. Metro shall pay all Firefighter/Paramedics salaries and benefits, and shall offer Firefighter/Paramedics assigned to Roselle health insurance and other benefits in accordance with the terms of its current benefit plans. Metro shall meet any and all other obligations which an employer may have under local, State or federal laws. It is understood between the parties that Metro, to the greatest extent permitted under Illinois law, operates under this agreement as an independent contractor.

11. REMOVAL FIREFIGHTER/PARAMEDICS. Roselle, by its Fire Chief, shall have the right to instruct Metro to permanently remove any Metro Firefighter/Paramedic from their Roselle assignment in his sole discretion and for any reason not prohibited by law. Such instruction shall be provided in writing. In cases of alleged misconduct where the Roselle Fire Chief concludes that discipline short of removal is appropriate, Metro shall cooperate with the Roselle Fire Chief in the imposition of discipline which may include oral reprimand, written reprimand, or suspension. The Firefighters Disciplinary Act 50 ILCS 745/1 et. sec. shall not be applicable to Metro Firefighter/Paramedics assigned to Roselle.

12. EQUIPMENT, SUPPLIES, MAINTENANCE, UNIFORMS/CONDUCT. All firefighter/paramedics shall be equipped with uniforms of color, design and material and fire gear specified by the DEPARTMENT with no reference made to Metro thereon and at no cost to the DEPARTMENT. Additionally, Metro shall be responsible for the costs associated with Metro personnel SCBA fit testing. The DEPARTMENT shall provide fire apparatus, ambulances, and other vehicles, as the DEPARTMENT deems necessary. Metro shall repair and replace, as necessary, any equipment damages where such damage arises out of the negligence or intentional acts of Metro.

No reference shall be made to Metro on any uniform, equipment, or supplies provided by Metro pursuant to this Agreement. Metro's Roselle assigned Firefighters/Paramedics shall be courteous, professional and maintain a neat and professional appearance at all times abiding to the Roselle uniform policy.

13. CONFIDENTIALITY. Neither Metro nor its employees shall publically disclose or discuss any incident worked on under this Agreement without the express written consent of the Roselle Fire Chief or by order of court. Metro and its employees shall comply with all applicable confidentiality statutes, laws, rules and regulations applicable to their work under this Agreement. Trade secrets and confidential information that may be received by any party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing party and shall be kept confidential by the party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each party agrees to surrender to the disclosing party any and all trade secrets, confidential information, material or tangible items or written information supplied by the disclosing party. The obligations of this Article will survive the termination or expiration of this Agreement.

14. PHYSICAL REQUIREMENTS. Metro shall certify that each of its candidates for appointment as a Firefighter/Paramedic has had a recent (within 60-days) medical examination (including “fit for duty” certification by medical physician) and complete drug and alcohol screening. This will also require respiratory certification as per Illinois Department of Labor (IDOL). Metro Firefighters/Paramedics assigned to Roselle shall from time to time be required to submit to random drug screening within written guidelines established by Roselle.

15. BACKGROUND CHECKS. Metro shall supply background investigations for all employees to include current driver’s license abstract, confirmation of fingerprinting and criminal background investigation/ history, drug tests and medical fit for duty exam with documentation, and reference documentation from three to five previous employers or other such documentation as approved by the CHIEF. Metro shall certify in writing that each Firefighter/Paramedic has passed a background check and does not have any criminal convictions, excluding minor traffic convictions. Metro shall notify the Fire Chief if it becomes aware of criminal charges pending against its Roselle assigned Firefighter/Paramedics or loss of driving privileges. Metro shall keep a fingerprint record of all active Roselle assigned Firefighters/Paramedics on file in its offices. Metro agrees that assigned personnel shall have consented to permit Roselle to conduct criminal background/driver’s license checks, in accordance with applicable law and at its discretion.

16. APPROVAL OF CANDIDATES. The Roselle Fire Chief shall be solely responsible for the approval of the Firefighters/Paramedics and may reject a candidate in his sole discretion. A resume of each candidate shall be provided by Metro to the Roselle Fire Chief prior to the interview.

17. WORKING RELATIONSHIPS. Metro and its personnel shall develop and maintain a good working relationship with all other health care, first responders, law enforcement, fire, rescue, dispatch organizations and other personnel.

18. COMPLAINTS/INQUIRIES. Roselle shall inform Metro, through its designated contacts, of any complaint or inquiry that it receives relating to Metro’s duties and obligations under this Agreement. Metro shall promptly respond to all public and private inquires and complaints as directed by the Roselle Fire Chief. Metro shall make the Roselle Fire Chief aware of all public and private inquiries to Metro regarding any aspect of its work under this Agreement. Metro and its Firefighters/ Paramedics shall reasonably participate in a conflict resolution process as ordered by the Roselle Fire Chief.

19. MABAS/Mutual Aid. Metro shall respond to all requests for service within any Roselle areas and those areas which Roselle provides mutual aid.

20. INSURANCE. Metro shall produce and maintain for the duration of the contract insurance against claims for injuries to persons and to property which may rise from or are in conjunction with the performance of the work hereunder by Metro, its officers, agents, representatives, employees or subcontractors. All coverage provided shall be A+ rated “occurrence” form of liability. “Claims Made” form of liability insurance is not acceptable.

a. **Worker’s Compensation Insurance.** Metro shall purchase, and upon request,

shall provide evidence that it has secured, worker's compensation insurance for its employees in amounts required by Illinois law. Metro hereby waives any right or claim it, or its insurer, may have pursuant to 820 ILCS 305/1(a) (4) to recover from the Village any worker's compensation claims or payments, attorney's fees, expenses, etc., on account of any injury or worker's compensation claim made by any person providing services under this Agreement, and Metro agrees that this paragraph constitutes a waiver as contemplated by said statute.

- b. **Professional Liability Insurance.** Metro shall purchase, and upon request, shall provide evidence that it has secured, for itself and its employees comprehensive A+ rated "Occurrence" type professional liability insurance with a minimum combined single limit of \$5,000,000.00 (five million) dollars, and an aggregate coverage of at least \$18,000,000.00 (eighteen million) Dollars.
- c. **Comprehensive General Liability Insurance.** Metro shall purchase, and upon request, shall produce evidence that it has secured, comprehensive A+ rated "Occurrence" type general liability insurance affording the following coverage: manufacturer's and contractor's insurance, including contractual liability and errors and omissions insurance which shall include employment related practices; products and complete operations insurance; bodily injury, property damage and personal injury insurance, with a minimum of \$5,000,000.00 (five million) dollars combined single limit of liability for all underlying coverage, with an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage of a minimum of \$18,000,000.00 (eighteen million) dollars. Metro may purchase a single excess policy for CGL, professional liability, and non-owned, owned and hired automobile coverage.
- d. **Non-Owned, Owned and Hired Automobile Insurance.** Metro shall purchase, and shall provide evidence that it has secured, non-owned, owned and hired automobile insurance or equivalent insurance that provides coverage for Metro's employees while driving the Village's vehicles, as well as, Metro's owned or hired vehicles with combined single limits of at least \$5,000,000 (five million) dollars, with "umbrella" or excess insurance of at least \$10,000,000 (ten million) dollars.
- e. **Metro's Insurance Primary.** In the event any claim or suit is brought against the Village related to the performance of Metro's duties under this Agreement or the actions of Metro's employees, Metro's insurance will be primary and will defend and indemnify the Village or Department from the claim, notwithstanding the availability of any insurance that the Village or Department may have for the claim. Any insurance or self-insurance maintained by the Village or Department shall not contribute towards it.
- f. **Village as Additional Insured and Verification of Coverage.** Prior to commencing service hereunder, Metro shall furnish the Village with the certificates of insurance naming the Village, its officials, employees, agents and

members as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village before any work commences. The Village may request full certified copies of insurance policies which shall clearly state policy numbers, carriers, expiration dates, specific coverage amounts, deductibles. In addition, the Village may require proof of continuing compliance with these insurance provisions at any time during the term of the Agreement with Metro to provide current certificates of insurance within 15 days of any request. Metro shall provide such other insurance information as reasonably requested by Roselle that may not be stated in the certificates of insurance. All policies shall contain a provision requiring 30 days' advance notice to the Village in the event of cancellation.

Metro shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- g. **Coverage Not to be Changed by Sale of Metro.** In the event that a controlling interest of Metro's business is sold or transferred, the insurance coverage described in this agreement shall not in any way be materially changed.
  - h. **Self-Insurance as Material Change.** For the purpose of this section, it will be considered a material change and breach of this Agreement for the insurance coverage described in this Agreement to be provided pursuant to any plan of self-insurance, unless the Village, at its sole discretion determines otherwise.
  - i. **Notice of Change in Coverage or Cancellation.** Metro shall notify the Village within 30 days of being notified via certified mail of any change in coverage limits or status of its insurance policies.
  - j. **Certificate of Insurance.** Metro shall provide to the Village certificates of insurance establishing all insurance coverages set forth above upon commencement of this Agreement and promptly supplement the same over the term of this Agreement should any policy be terminated, expire, lapse, be cancelled, or otherwise become unavailable to satisfy the insurance requirements of this Agreement. Copies of the actual policies shall be provided to the Village upon its request.
  - k. Roselle may require the amounts of coverage to be increased during the term of this Agreement so long as it reimburses Metro for the actual cost of the increased premiums for such coverage.
21. **INDEMNIFICATION.** Metro shall defend, hold harmless and indemnify the

Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Metro in performing the services provided for in this Agreement. The obligation on the part of Metro to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this Agreement. Metro expressly understands and agrees that any performance bond or insurance policies required by this Agreement, or otherwise provided by Metro, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees and members as herein provided. Metro further agrees that to the extent that money is due Metro by virtue of this Agreement as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Village, Metro, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to Illinois Local Government Tort Immunity Act or the Emergency Medical Systems act that may be applicable to the Village or Metro.

22. MANDATORY REPORTING. Metro shall cause the preparation and filing of all necessary reports required by the State of Illinois, and any agency of the United States of America, any hospitals, or for any other agency requiring information regarding the operation of the Department's Mobile Intensive Care Unit. Documentation necessary for the Fire Protection District's ambulance billing, if any, will be completed by the Firefighter/Paramedic on duty under the direction of the Fire Chief. Metro shall provide any other services necessary to maintain an efficient Firefighter/Paramedic program.

23. ROSELLE AMBULANCE. The ambulance and all equipment and supplies necessary to the operation of the Mobile Intensive Care program shall be provided by Roselle. Such equipment shall meet or exceed standards of the Illinois Department of Transportation, Illinois Department of Public Health, Federal, and hospitals and MICU systems committed to by Roselle. The Village shall supply all required ambulance run report forms.

24. VEHICLE INSURANCE. Roselle shall provide motor vehicle liability insurance coverage for the operation of any motor vehicles utilized by Metro employees as directed by Roselle. Metro assumes no financial liability for the operation of any Roselle vehicle, except as required by Section 20 d) of this Agreement.

25. AUDITS. Roselle shall have the right to make audits of all agreements, invoices, materials, personnel records, daily logs, insurance policies and insurance binders, and other data of Metro related to this Agreement.

26. LITIGATION COSTS. If Roselle institutes litigation against Metro to secure its rights under this Agreement and prevails, the actual and reasonable costs of the litigation incurred by Roselle, including reasonable attorneys and expert fees shall be paid for or reimbursed by Metro.

27. TERMINATION. The parties agree that Roselle may terminate this Agreement with or without cause at any time and without penalty by giving Metro ninety (90) days written notice thereof via certified mail. In the instance of Metro's bankruptcy or insolvency, the Village may terminate this Agreement in the shortest time allowed by law by sending written notice via certified mail to Metro.

28. COOPERATION. Metro and Roselle each agree at any time, and from time to time, to execute and deliver any and all documents reasonably requested by the other to carry out the intent of this agreement.

29. DISCRIMINATION PROHIBITION. Metro and Roselle in performing this Agreement shall not violate any applicable constitutional provisions, laws or statutes prohibiting discrimination.

30. NOTICES. All notices, requests or other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the parties to whom it is addressed or upon receipt if sent, postage prepaid by United States Certified mail, return receipt requested, addressed as follows:

- (a) IF INTENDED FOR ROSELLE:  
VILLAGE OF ROSELLE FIRE CHIEF  
ROSELLE FIRE DEPARTMENT  
100 East Maple Street  
Roselle, Illinois 60172-2275
  
- (b) IF INTENDED FOR METRO PARAMEDIC SERVICES, INC.:  
Michael Tillman  
Vice President  
Metro Paramedic Services, Inc.  
395 W Lake Street  
Elmhurst, Illinois 60012-140

or to such other addresses as the parties shall give notices as herein provided.

31. LAW AND JURISDICTION. The validity, meaning and effect of this Agreement shall be determined in accordance with the Laws of the State of Illinois applicable to contracts made and to be performed in this state. Exclusive jurisdiction for any disputes under this Agreement shall be the 18<sup>th</sup> Judicial Circuit Court of the State of Illinois.

32. FEES /PAYMENT. In consideration for the services to be provided by Metro to Roselle pursuant to the provisions of this Agreement, Roselle will compensate Metro as follows:

YEAR ONE (January 1, 2020 through December 31, 2020): Roselle will pay Metro the total sum of \$776,728.00 payable in twelve monthly installments of \$64,727.33. The first payment for Year One shall be due on January 15, 2020 and each subsequent payment shall be due on the fifteenth day of each month.

YEAR TWO (January 1, 2021 through December 31, 2021): Roselle will pay Metro the total sum of \$803,022.00 payable in twelve monthly installments of \$66,918.50. The first payment for Year Two shall be due on January 15, 2021 and each subsequent payment shall be due on the fifteenth day of each month.

YEAR THREE (January 1, 2022 through December 31, 2022): Roselle will pay Metro the total sum of \$830,246.00 payable in twelve monthly installments of \$69,187.17. The first payment for Year Three shall be due on January 15, 2022 and each subsequent payment shall be due on the fifteenth day of each month.

YEAR FOUR (January 1, 2023 through December 31, 2023): Roselle will pay Metro the total sum of \$854,420.00 payable in twelve monthly installments of \$71,201.67. The first payment for Year Four shall be due on January 15, 2023 and each subsequent payment shall be due on the fifteenth day of each month.

YEAR FIVE (January 1, 2024 through December 31, 2024): Roselle will pay Metro the total sum of \$879,395.00 payable in twelve monthly installments of \$73,282.92. The first payment for Year Five shall be due on January 15, 2024 and each subsequent payment shall be due on the fifteenth day of each month.

33. OVERTIME.

1) Roselle and Metro agree, for the purposes of this Agreement, that the yearly fees set forth in Paragraph 32 include a) service by nine (9) Paramedic/Firefighters with three (3) Paramedic/Firefighters being on duty at all times working shifts of twenty-four hours on, forty-eight hours off for the applicable contract year, b) one (1) liaison/EMS Coordinator working a full-time weekday schedule as determined by the Fire Chief, and c) up to but not exceeding one hundred (100) hours per year, for standby at special events within the Department for the applicable contract year.

2) In the event that Roselle requests that Metro assign additional personnel or requests assigned personnel work hours in excess of those set forth in 33 (1) (a) and (b), Roselle agrees to pay Metro an additional flat fee of \$25.00 per hour. Roselle and Metro may negotiate changes in this rate or possible “package pricing” for special events. Any such changes must be approved by the Corporate Authorities of the Village of Roselle and memorialized in a written agreement signed by both parties.

34. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto. This is a contract for professional services, and by its nature cannot and shall not be assigned or subcontracted without the written permission of the Village. For purposes of this paragraph, a sale or transfer of a controlling interest in Metro’s business during the term of this Agreement will be considered an assignment. In the event such a sale or

transfer takes place, Metro shall notify Village within 24 hours of said sale or transfer, and Village, at its option, may continue this Agreement in force, terminate the Agreement upon 10 days' written notice, negotiate with Metro to change whatever terms of the Agreement the VILLAGE feels are in its best interest to change, or agree to an assignment of the Agreement.

35. HEADINGS. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

36. HIPAA. The parties agree that any duties undertaken under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the obligations undertaken pursuant to this Agreement, including but not limited to regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) ("HIPAA"). Furthermore, the parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA or any new or revised legislation, rules, or regulations to which they are subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Code") in order to insure that the parties are at all times in conformance with the Code. In addition, if requested by any Covered Entity as defined by HIPAA and the Code, the parties will enter into a Business Associate Agreement consistent with the terms of HIPAA and the Code. If, within thirty (30) days of either party first providing notice to the other of the need to review the Agreement or execute any other document to comply with HIPAA or the Code, the parties do not reach a mutually agreeable resolution, and such agreement may not be unreasonably withheld, either party may immediately terminate this Agreement.

37. FORCE MAJEURE. Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitations, acts of God or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall promptly notify the other party of such event and use reasonable efforts to remedy its inability to perform.

38. PUBLICITY. Metro shall not without the prior written consent of Roselle: (a) refer to, identify, or use the name or any trade name or trademark of Roselle or any of its employees in any advertising or communications to the public by Metro made in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding Roselle or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of Roselle or any of its employees.

39. NON-SOLCITATION AGREEMENT. Roselle agrees not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of Metro's employees placed with Roselle to perform like services for Roselle for the duration of this Agreement; unless mutually agreed by the Contractor and Roselle.

40. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument.

41. SEVERABILITY. If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may “blue pencil” or revise said portion so that it is enforceable to the fullest extent permitted by law but only to the extent it is consistent with the general purpose of this Agreement and its other provisions or, if such revision is deemed impermissible, that portion shall be removed from this Agreement. All other portions of this Agreement shall remain in full force and effect. Should any provision of this Agreement be deemed by either party to be contrary to the provisions of said Laws, then the court may revise such provision so that it is enforceable or the parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties. In the event the parties are not able to mutually agree on modification of the problematic provision, then either party may terminate this Agreement upon thirty (30) days written notice to the other party if the terminating party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws.

42. EXCLUSION LIST. The Office of the Inspector General (OIG) of the Department of Health and Human Services (HHS) has the authority to exclude individuals and entities from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act. The OIG maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities (LEIE). Exclusion databases are also maintained by state agencies that oversee the State Medicaid Program and by the U.S. General Services Administration. Any health care entity that hires or contracts with an excluded individual or entity may be subject to civil monetary penalties (CMP). To avoid CMP liability, health care entities need to routinely check exclusions lists to ensure that new hires, current employees, vendors, and subcontractors are not excluded from participation in federally funded healthcare programs. The primary effect of hiring or having an employee who is excluded or contracting and subcontracting with an excluded individual or entity is that no payment will be provided for any items or services furnished, ordered, or prescribed by that individual, entity, vendor or subcontractor.

a) Both Parties represent and warrant that they, their new hires, current employees, vendors, and subcontractors are not excluded from, or proposed for exclusion from, participation in, and are not otherwise ineligible to participate in, a “Federal Health Care Program” as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section).

b) Each Party shall not knowingly employ or contract with any individual or entity that has been excluded from or barred from participation in any Federal Healthcare Program.

c) Each Party shall be responsible for conducting a background screening at least annually or as otherwise required by law for their new hires, employees, vendors and subcontractors which shall minimally include:

i) OIG List of Excluded Individuals/Entities available at: <http://oig.hhs.gov/exclusions/exclusionslist.asp>.

ii) Any exclusion database maintained by the state agency that oversees the State Medicaid Program.

iii) The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.

iv) An appropriate source for a state or local background check (e.g. State Bureau of Criminal Apprehension, Bureau of Investigation, local Sheriff's Department).

d) Pursuant to this section, if there is an exclusion, the Party which is subject to the exclusion shall immediately, but no later than three (3) days, notify the other Party in writing of the nature and scope of the exclusion and shall make available, upon written request of the other Party, all documents or records.

e) Whether or not such notice is given, each Party may immediately terminate this agreement without penalty or any other amounts owing as a result of such termination.

43. MERGER/AMENDMENT. This Agreement contains the entire Agreement between the parties relating to the terms, conditions and covenants contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, negotiations and statements, oral or written, are merged herein. No conduct or omissions of the parties shall be sufficient to amend this Agreement. All amendments shall require writing approved by the Parties corporate authorities and signed by representatives of Roselle and Metro.

VILLAGE OF ROSELLE

ATTEST:

\_\_\_\_\_  
President

Metro Paramedic Services, Inc.  
an Illinois Corporation:

\_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Secretary