

AGREEMENT TO PROVIDE MEDICAL AND FIREFIGHTER PERSONNEL

This agreement made and entered into as of this 19TH day of June 2023, by and between the Montgomery & Countryside Fire Protection District, and Paramedic Services of Illinois, Inc., an Illinois Corporation.

WITNESSETH

WHEREAS, The Montgomery & Countryside Fire Protection District, (hereinafter referred to as "MFD") seeks to provide emergency medical and firefighter services in order to preserve, protect, and promote the public health, safety, and general welfare; and

WHEREAS, Paramedic Services of Illinois, Inc., One Pierce Place, Suite 750W, Itasca, Illinois 60143, an Illinois corporation (hereinafter referred to as "PSI") seeks to provide to the Montgomery & Countryside Fire Protection District such personnel for emergency ambulance and other services on a time basis under the terms and conditions hereinafter set forth below; and

WHEREAS, MFD desires to engage the services of PSI to provide medical and Firefighter personnel on a time basis as hereinafter provided:

IT IS THEREFORE AGREED AS FOLLOWS:

1. The recitals set forth above are hereby incorporated into and made a part of this agreement.
2. PSI shall provide two (2) State of Illinois Licensed EMT-P's (hereinafter "EMT's") who are preferred to be Certified FIREFIGHTER II as per State of Illinois Training Commission guidelines (at the discretion of the MFD Fire Chief or other training as mutually agreed upon). These personnel are to primarily perform medical duties for the MFD. Each EMT shall work on duty from 7 A.M. until 5 P.M. Monday through Friday. Replacement EMT's shall be made in the event of illness, vacation, or other vacancy caused by the absence of the regularly assigned

personnel. Additional personnel may be assigned on a temporary basis to fill unplanned vacancies.

3. PSI 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 MFD, the laws, ordinances and regulations of the Governing System of Mobile Intensive care.

4. PSI EMT's shall operate under the direction of and shall have scheduling approved by the MFD Fire Chief or by any persons designated by him. EMT's assigned to MFD shall fulfill any and all lawful duties and assignments as directed by The MFD Fire Chief or his designated Officers.

5. PSI EMT's shall have as their primary duty and responsibility the providing of basic or advanced life support prehospital medical care to persons within the jurisdiction of the MFD and shall respond to any calls for emergency medical service. In addition to their regular on duty assignments, the EMT's shall provide other services, including but not limited to demonstrations of the ambulance and equipment; instructing cardio-pulmonary-resuscitation classes and basic first aid classes; providing blood pressure screening services as scheduled by MFD; and providing EMT refresher and continuing education training.

6. PSI is responsible for the continuing education of PSI employees as designated or mandated by the Governing System of Mobile Intensive Care or other regulating System, the Illinois Department of Public Health, or the State of Illinois. Education and training shall be at the expense of PSI and shall not cause on-duty EMT's assigned to MFD to be absent from the MFD Fire Department.

7. If qualified, PSI EMT's shall be called upon from time to time to perform the duties of a Firefighter, at the discretion of the MFD Fire Chief. Qualified employees assigned to MFD shall be informed of this requirement prior to reporting for duty at MFD.

8. The EMT's shall be employees of PSI, not MFD. PSI shall pay all EMT's salaries, benefits, taxes, and other employment obligations. PSI shall have the sole obligation to provide the EMT's with health and accident insurance coverage, to cover the EMT's under PSI's workers

compensation coverage, and to meet any and all withholdings, taxes and other obligations which an employer may have under local, state or federal laws. When requested, PSI shall provide MFD evidence of current and paid-up insurance coverage, workers compensation insurance coverage and proof of payment of all taxes, withholdings and other obligations which an employer may have under local, state or federal laws for the EMT'S.

9. All EMT's assigned to MFD during the term of this agreement shall have levels of experience acceptable to MFD.

10. The senior EMT assigned to MFD shall be designated a "Liaison Medic" whose duties shall include, but are not limited to: assisting MFD EMS supervisor in the efficient operations of the total EMS program; assuming control of the program operation in the absence of the EMS supervisor; meeting regularly with the Officers and EMS supervisor at monthly or otherwise scheduled Officers meetings to develop and maintain continuity of the EMS program, and to function as a liaison between MFD and the governing System of Mobile Intensive Care and the Illinois Department of Public Health. The liaison medic shall advise the EMS supervisor of any changes or needs which affect the program and shall further advise the EMS supervisor and the MFD Fire Chief of existing or potential conflicts between hospital staff and departmental personnel. The liaison Paramedic shall also fulfill the duties and assignments and functions of an EMT-P and shall fulfill any additional duties and assignments directed by the MFD Fire Chief or EMS supervisor.

11. Prior to assignment to full time service to the MFD, the Fire Chief of MFD or his designates shall reserve the right to interview each EMT candidate. A resume' of each candidate shall be provided by PSI to the MFD Fire Chief prior to the interview if desired. PSI shall certify in writing to MFD that each EMT assigned to full time service to MFD meets physical condition and physical agility requirements as specified by MFD. Acceptable candidates for full time assignment and PSI shall sign a MFD contract supplement if required by MFD. MFD shall have the right to reject any EMT from service with MFD for any reason (with or without cause) including but not limited to reasons of incompatibility and non-performance, and PSI shall replace such EMT within a reasonable amount of time.

12. PSI and all PSI employees and PSI volunteers thereof shall be covered by comprehensive professional liability insurance as well as general liability insurance with minimum policy limits of \$5,000,000.00 per occurrence. Proper proof of such insurance shall be furnished to MFD upon the execution of this Agreement and from time to time at MFD's request. MFD shall be named as additional insured under such policy.

13. In the event of simultaneous calls, or when more than one Ambulance Unit is needed, comparable backup service will be provided by surrounding communities through MFD's mutual aid agreements.

14. PSI EMT's shall be provided with uniforms and fire protective clothing and gear as specified by the MFD Fire Chief at the sole expense of MFD. Said uniforms and/or fire protective clothing and gear shall meet or exceed any and all requirements as specified by any agency having jurisdiction over such matters. No reference shall be made to PSI on any uniform, equipment, or supplies used in the MFD program.

15. PSI shall cause to be handled all necessary reports as required by the State of Illinois, and any agency of the United States of America, or any hospitals committed to by MFD, or for any other agency requiring information regarding the operation of the Ambulance Unit. Ambulance billing, if any, will be performed by the EMT's on duty under the direction of the Fire Chief. PSI shall provide any other services necessary to maintain an efficient EMS program.

16. All equipment necessary to the operation of the ambulance shall be provided by MFD. 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 MFD. PSI EMT's are responsible for and shall keep equipment in proper working order and shall maintain proper supplies to perform emergency medical treatment.

17. MFD shall be responsible for providing liability insurance coverage for all motor vehicles, equipment and buildings utilized by PSI employees as directed by MFD and shall make certain that PSI is named as additional insured on said policies. PSI assumes no financial liability for the operation of any MFD vehicle.

18. The parties agree that either party may terminate this agreement at any time, with or without cause, and without penalty by giving sixty (60) days written notice thereof.

19. PSI and the MFD each agree that 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.

20. This agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

21. 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 MONTGOMERY & COUNTRYSIDE FIRE PROTECTION DISTRICT:
Chief Tom Meyers
Montgomery & Countryside Fire Protection District
198 S. Railroad St.
Montgomery, Illinois 60538

- (b) IF INTENDED FOR PARAMEDIC SERVICES of ILLINOIS, INC.
Michael DiSilvestro
Paramedic Services of Illinois, Inc.
One Pierce Place, Suite 750W
Itasca, Illinois 60143

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

22. 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 that state.

23. The above services shall be provided beginning the 1st day of June 2023, and ending the 31st day of May 2024, for the sum of \$219,864.00 per annum, in equal monthly installments of \$18,322.00 per month. Payment is due on the last day of each month in equal monthly installments, beginning with the month the service first begins.

Starting June 1, 2023, if PSI is unable to provide the two (2) EMT's as required herein for any shift, PSI will provide the MFD a credit for the open position(s) at the hourly rate of \$51.56 for the Liaison Medic position, and/or the hourly rate of \$33.01 for the open Paramedic position.


The MFD and PSI have the option to renew this agreement for the period of June 1, 2024 through May 31, 2025. PSI's yearly compensation for services rendered for each year will be evaluated and adjusted to a mutually agreed upon rate, based upon the MFD budget and the cost of PSI's employee salaries, benefits and operational costs.

24. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and to their respective successors and assigns.

MONTGOMERY & COUNTRYSIDE FIRE PROTECTION DISTRICT



PRESIDENT



ATTEST

PARAMEDIC SERVICES OF ILLINOIS, INC.



Michael DiSilvestro



ATTEST