

**AGREEMENT BETWEEN
THE PAW PAW COMMUNITY FIRE PROTECTION DISTRICT
AND
PARAMEDIC SERVICES OF ILLINOIS, INC.**

THIS AGREEMENT is entered into this 1st day of May 2021, between the **PAW PAW COMMUNITY Fire Protection District**, (hereinafter referred to as District) and **Paramedic Services of Illinois, Inc.**, an Illinois Corporation (hereinafter referred to as PSI).

WHEREAS, the District has determined that it is in the best interest of the health, safety and welfare of the residents of the Fire Protection District to provide Emergency Medical Ambulance Service at the Emergency Medical Technician Basic level.

WHEREAS, the District desires to engage PSI to furnish supplemental personnel to provide this Emergency Medical Ambulance Service.

In consideration of the covenants and agreements contained herein, together with good and valuable consideration, the receipt and sufficiency of which is acknowledged, the District and PSI agree as follows.

1. **OBLIGATIONS OF PSI:** PSI shall furnish two (2) licensed Emergency Medical Technician Basic to the District. These PSI employees shall be required to work seven (7) days per week, twelve (12) hours per day, 52 weeks of the year, averaging a 42-hour work week.

The District paid-on-call staff shall cover all remaining hours including the following holidays: New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Day.

2. **EMT-LICENSE:** PSI personnel shall at all times be licensed by the State of Illinois and be approved to work in the Mercyhealth EMS System. Proof of these credentials must be submitted to the Fire Chief prior to initial service to the District. All PSI Personnel will continue their professional education to meet all requirements set forth by the Illinois Department of Public Health and the Mercyhealth EMS System. This education and training shall not cause on-duty PSI

personnel to be absent from the District. PSI personnel may participate in continuing education, held within the District. All future associated costs for training and education for EMS, Fire and rescue, including tuition and wages shall be at the expense of the District. In addition, the District agrees to cover any expenses related to annual Department of Transportation physicals if required by the District.

3. **REPLACEMENT PERSONNEL:** In the event of any absence of PSI Personnel, for any reason, PSI shall provide, at its own expense, a qualified replacement that has been approved by the Fire Chief to fulfill the assigned duties of the regularly scheduled Personnel.

4. **SELECTION OF PERSONNEL:** The District Trustees and the Fire Chief, prior to placement shall approve PSI personnel. In the event of a vacancy or if additional personnel are requested by the District, PSI shall furnish the resumes of potential candidates to serve the District. The Fire Chief shall then have the right to select the most suitable candidate, based upon experience and qualifications. All newly hired PSI personnel shall undergo a background check, physical exam and drug screen, as indicated by PSI's Policy & Procedure Manual, prior to serving the District. If any PSI personnel terminates his/her employment with PSI, or transfers to another Community, PSI shall provide the District with (14) days notice, whenever possible. Thereafter, the District shall select replacement personnel pursuant to the foregoing procedures.

5. **CHAIN OF COMMAND:** PSI personnel shall accept direction from the Fire Chief or from such other Officer(s) as designated by the District's Board of Trustees. PSI personnel shall be subject to, and abide by, all regulations, rules, ordinances, procedures and codes established and in effect by the District, State of Illinois Department of Public Health, the Federal Government, and/or any other governmental unit or association applicable to the operation of an Ambulance Service.

6. **STATUS OF PERSONNEL:** All PSI personnel provided pursuant to this agreement are employees of PSI and shall not be employees of the District. PSI shall be solely responsible for the payment of all wages, FICA withholdings, health and life insurance, 401(k), unemployment insurance, worker's compensation insurance, and any other obligations or benefits required pursuant to the company's benefit package and in accordance with State or Federal laws.

7. **DUTY ASSIGNMENTS:** While on duty, in addition to regular duty assignments, PSI personnel shall also perform the following services at no additional cost to the District as directed by the Fire Chief.
 1. Present demonstrations of ambulance/EMS equipment and provide station tours.
 2. Assist in the instruction of Cardio-Pulmonary Resuscitation (CPR) classes.
 3. Conduct blood pressure screening.
 4. Provide routine maintenance of stations, department vehicles and any fire, rescue or EMS items.
 5. Perform such other duties connected with their professional training.
 6. In consideration for the applied credit, the District agrees to allow the one (1) assigned PSI employee, during down time, to perform ambulance billing responsibilities for the District or other clients.

8. **UNIFORMS:** The District shall furnish and provide all PSI personnel with sufficient uniforms, as specified by the Fire Chief. There shall be no reference to the name of PSI on any uniforms worn while on duty. The District agrees to provide all PSI personnel with all the necessary fire/rescue protective gear.

9. **HOUSING:** The District shall allow PSI personnel to utilize the District's station (s) facilities (i.e., kitchen, day room)

10. **EQUIPMENT AND VEHICLES:** The District agrees to supply a fully equipped Emergency Basic Life Support level ambulance that meets or exceeds the specifications of the Mercyhealth

EMS System, the Illinois Department of Public Health and the United States Department of Transportation. The District further agrees to provide for the fuel, maintenance, repairs, and insurance of said ambulance and equipment.

11. **SERVICE AREA-MUTUAL AID:**

- A. PSI shall provide all services within the District's jurisdiction-boundaries. In the event of simultaneous calls or in the event that more than one ambulance is needed, comparable back-up service will be provided by agreement with towns, villages and Fire Districts surrounding the District.
- B. PSI personnel shall provide all services in accordance to the District's mutual aid agreements with surrounding municipalities or Fire Districts for the use of Emergency Basic Life Support level ambulance service.

12. **INSURANCE AND INDEMNIFICATION:**

- A. PSI shall indemnify, hold harmless and defend the District from any and all claims, demands, causes of action, suits, judgments and awards, together with attorney's fees incurred by the District as a result of any injury to or death of persons or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes), arising indirectly or directly in connection with or under, or as a result of, this Agreement solely by virtue of any act or omission of any PSI employee, officer and/or agent to the extent permitted by insurance.
- B. The District shall indemnify, hold harmless and defend PSI from any and all claims, demands, causes of action, suits, judgments and awards, together with attorney's fees incurred by PSI as a result of any injury to or death of persons or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes), arising indirectly or directly in connection with or under, or as a result of, this Agreement solely by virtue of any act or omission of any District employee, officer and/or agent.

- C. PSI shall, at all times during the term of this agreement, maintain health and life insurance, unemployment insurance, workers' compensation insurance, and comprehensive liability insurance insuring it and its employees. The comprehensive general insurance shall contain not less than one million dollars (\$1,000,000) combined commercial general liability coverage, one million dollars (\$1,000,000) professional liability and workers' compensation insurance coverage per the State of Illinois regulations. A copy of the certificate of insurance shall be furnished to the District annually.
13. **PROHIBITED ACTIVITIES:** No commercial activities by PSI personnel are permitted while duty. No solicitation of or by PSI personnel is permitted while on duty for the District.
14. **TERM OF AGREEMENT:** This agreement shall be effective during the time period May 1, 2021 through April 30, 2024.
15. **CANCELLATION:** The parties agree that each may, at any time, cancel this Agreement without penalty, upon giving the other (30) days written notice of such intent.
16. **ADDITIONAL PERSONNEL:** The District may add additional personnel at any time during the duration of the contract. The cost of the additional personnel will be based upon a mutually acceptable amount per person.
17. **COMPENSATION:**
- A. The District agrees to pay PSI the following compensation for services rendered, for the time period of May 1, 2021 through April 30, 2022 the sum of \$125,196.00. PSI agrees to apply an ambulance billing credit to said sum of \$8,840.00 for the estimated 520 hours of on duty billing activity, leaving the remaining balance of \$116,356.00 per annum or \$9,696.33 per month.
- For the time period May 1, 2022 through April 30, 2023. PSI's yearly compensation for services rendered will be evaluated and adjusted to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.

For the time period May 1, 2023 through April 30, 2024. PSI's yearly compensation for services rendered will be evaluated and adjusted to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.

The District and PSI have the option to renew this agreement for the period of May 1, 2024 through April 30, 2027. PSI's yearly compensation for services rendered for each year will be evaluated and adjusted to a mutually agreed upon rate, based upon the District's budget and the cost of PSI's employee salaries, benefits and operational costs.

B. Additional hours of service that are provided by PSI personnel above and beyond the agreed upon 42 hours per week, that have been approved by the District, shall be billed for said additional service on a monthly basis utilizing the individual's time and one half rate plus the associated costs.

C. The District may, at any time, enhance the compensation level and benefits of those serving the District. Upon notification, PSI will calculate the additional cost, and invoice the Department at the beginning of each month, payable by the 15th of the same month.

D. PSI further agrees to invoice the District, at the beginning of each month, payable by the 15th.
PSI shall mail said invoices to:

Paw Paw Community Fire Protection District
Trustee: Jeff Politsch
P.O. Box 81
244 Elizabeth Street
Paw Paw, IL 61353

17. **NOTICE:** All notices required to be given pursuant to this Agreement shall be given in writing and shall be either personally delivered to the District or PSI or mailed by certified or registered mail, return receipt requested, as follows:

Paramedic Services of Illinois, Inc.
One Pierce Place, Suite 750W
Itasca, IL 60143

Or

Paw Paw Community Fire Protection District
P.O. Box 81
244 Elizabeth Street
Paw Paw, IL 61353

IN WITNESS THEREOF, the Paw Paw Community Fire Protection District and Paramedic Services of Illinois, Inc., have executed this agreement on the date first written above.

PAW PAW COMMUNITY FIRE PROTECTION DISTRICT

By: _____ President

By: _____ Secretary/Treasurer

PARAMEDIC SERVICES OF ILLINOIS, INC.

By: *Liza Rollins* Vice President - COO

By: *Michael DiSilvestro* Attest