

# Metro

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PARAMEDIC SERVICES, INC.

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**PERSONNEL SERVICES AND AMBULANCE BILLING SERVICES CONTRACT  
FOR THE  
VILLAGE OF ANTIOCH**

**2015**

This Agreement made and entered into this 1st\_\_ day of September \_\_\_\_\_, 2015 by and between Metro Paramedic Services, Inc., an Illinois Corporation, (hereafter referred to as "Contractor"), and the Village of Antioch , a Unit of Local Government (hereafter referred to as "Village").

**WHEREAS**, the Contractor is in the business of furnishing medical and firefighter personnel, ambulance billing services and equipment for municipalities and fire districts; and

**WHEREAS**, the Village is required to provide fire protection and emergency medical services within the boundaries of the Village of Antioch; and

**WHEREAS**, the Village wishes to retain the Contractor's services to provide EMT-Basic Firefighter and EMT-Paramedic firefighter personnel services and emergency medical services, and the Contractor wishes to provide such services;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties hereto have agreed and do hereby agrees as follows:

**ARTICLE 1: Term**

The term of this Agreement shall be for a period of three (3) years commencing September 1, 2015, and ending on September 1, 2018. This agreement shall renew at the Village's option for two (2) additional one (1) year terms.

**ARTICLE 2: Termination of Agreement**

The Village may cancel this agreement at any time by providing written notice to Contractor via certified mail. Metro may terminate this agreement at any time by providing at least 120 days advance written notice to the Village via certified mail.

**ARTICLE 3: Equipment Provided**

Village shall provide all ambulance vehicles, medical equipment, radio communication devices, electronic patient care reporting devices and any and all other equipment needed to provide firefighting and emergency medical services, contractor shall only be responsible for providing personnel described in the agreement.

The Contractor will make available at the request of the Village a reserve ambulance for use by the Village in the event of an emergency breakdown, providing Contractor has a unit available for use, inclusive of the consideration to be paid the Village as set forth in Article 6.

**ARTICLE 4: Personnel Provided**

1. The Contractor shall provide six (6) full-time EMT-Basic Firefighters (EMT-B Firefighter(s)) and six (6) full-time EMT-Paramedic Firefighters (EMT-P Firefighter(s)) to the Village, each of whom shall be assigned to work a rotating schedule of 24 hours on duty to be followed by 48 hours off duty. Two (2) EMT-B Firefighters and two (2) EMT-P Firefighters shall be on-duty at all times so that each of the two (2) Village owned ambulance vehicles are staffed and operated by one (1) P Firefighter and one (1) EMT-B Firefighter. The Contractor shall assign replacement personnel to the Village in the event of illness, vacation, or any other event that causes the absence of regularly assigned personnel.
2. The qualifications of all personnel, whether regular or replacement, shall be as follows:

- a. They shall be certified and or licensed in accordance with the standards established by the Division of Personnel Standards and Education of the Illinois Office of the State Fire Marshal, the Illinois Department of Health, the Village's choice of an EMS System, and all other pertinent applicable standards.
  - b. They shall carry current Illinois certification as an EMT-Paramedic or EMT-Basic and as a Firefighter II.
  - c. All personnel shall maintain and continue their professional education to meet the requirements of the Office of the Illinois State Fire Marshal, the Illinois Department of Public Health, U.S. Department of Transportation, the Village of Antioch, the Village's EMS System, and all other applicable certifying agencies with the support of and at no additional expense to the Village.
  - d. The pursuit of the continuing educational requirements for EMT-Basic or EMT-Paramedic shall not cause regular or replacement personnel to be absent from their assignment with the Village.
  - e. Personnel shall be qualified to drive and operate ambulances and fire department equipment. They shall carry and maintain at least a class "B" driver's license.
3. Selection of Personnel. To assist the Village in maintaining quality control of assigned personnel, the Contractor shall provide the Village with resumes, licenses, certifications and background check information for each person who is being considered for assignment to the Village, at least one week in advance of the interview identified in 3(d) of this Article.
- a. To ensure that the Village is confident that Contractor's employees can effectively assist the Village and perform their duties, the Contractor shall, at its sole expense, require all prospective personnel to take a pre-employment physical, which shall include a drug test so long as such requirement is not contrary to federal, state or local laws.
  - b. Contractor's employees shall meet the Village's physical ability testing program, if any.
  - c. Contractor's employees shall participate in the Village's random drug testing program, if any.
  - d. At the option of the Village, each of Contractor's employees to be assigned to the Village will be interviewed by a representative of the Village prior to his/her assignment to the Village. The Village shall advise Contractor of those who meet the Village's quality requirements for full-time assignment to the Village.
  - e. If the employment of any assigned contractor's employee is terminated with Contractor, immediate notice thereof shall be provided to the Village and a suitable replacement shall be provided to the Village.
  - f. Village shall have the right to direct Contractor to no longer assign any given Contractor's employee to Village when Village determines that such action is in its best interests; provided, however, that both Parties agree to only undertake re-assignments that are consistent with their goals and commitments as equal opportunity employers. Village shall notify Contractor of such direction in writing. Upon receipt of notice, Contractor shall immediately replace its employee with another qualified employee and shall provide a permanent replacement within a reasonable period. All temporary and permanent replacement Contractor's employees shall be selected in accordance with the foregoing provisions of this agreement.
5. Supervision of Personnel. The Village shall be responsible for the day-to-day supervision and control over the Contractor's employees only for the purpose of the safe, efficient and effective

delivery of fire and emergency medical services, and nothing in this subsection shall be construed in any manner to change the independent contractor status of such employees. The Village shall immediately report to the Contractor any violation of law, policy or work rule by one of Contractor's employees. If there is a violation of law, policy or work rule by one of Contractor's employees, the parties shall work collaboratively to determine the appropriate course of action or discipline for the Contractor's employee.

**ARTICLE 5: Duties**

- a. Contractor's regular and replacement personnel employees assigned to shifts shall perform firefighting and/or emergency medical technician duties as assigned by the Chief and/or his designated officer. All regular and replacement personnel serve under the supervision of the Fire Chief or his designated officer for all operational matters.
- b. Contractor will maintain training and certification records for Contractor's employees assigned to the Village
- c. During the term of this Agreement, the Village may assign Contractor personnel to the Fire Department as it so desires.

**ARTICLE 6: Consideration**

**Guaranteed Minimum Payment (hereinafter GMP)** shall mean the minimum amount of money the Village shall pay the Contractor for a specified Agreement year for Contractor's services to provide EMT-Basic Firefighter and EMT-Paramedic firefighter personnel services (Work). Contractor shall invoice the Village at least ten (10) days prior to beginning Work each month, which shall be paid to the Contractor on within 20 days of the first day of each month, equal to one twelfth (1/12) of the GMP; and

**Contractor Retained Secondary Threshold Amount (hereinafter CRSTA)** shall mean those additional sums, if any, collected by the Contractor solely from billed services to third parties up to a maximum including commission fees as follows: of \$600,000 year 1 plus 4% EMS Billing Commission Fee, \$609,000 year 2 plus 4% EMS Billing Commission Fee, \$618,135 year 3 plus 4% EMS Billing Commission Fee; optional year 4, and optional year 5 shall be negotiated and mutually agreed upon by both parties. GMP shall not be included as a component of CRSTA; and

**Positive Revenue** shall mean any amounts collected by the Contractor from third parties exceeding the sum total of GMP and CRSTA; and

**Village Payments** shall mean Positive Revenue payable to the Village by the Contractor up to full reimbursement for the Village's costs to provide Emergency Medical Services as defined in Exhibit A. GMP and CRSTA shall not be included in the Village's calculation of Emergency Medical Services.

**A) Guaranteed Minimum Payment**

As consideration for the Work provided by Contractor, the Village shall pay the Contractor an annual GMP as set forth in Table One.

**Table One**

Year No.	Agreement Year	Guaranteed Minimum Annual Payment (GMP)
1	9/1/15 to 9/1/16	\$175,147.00
2	9/1/16 to 9/1/17	\$187,575.18
3	9/1/17 to 9/1/18	\$202,110.75
Optional Renewal Years		
4	9/1/18 to 9/1/19	To be mutually agreed upon by both parties
5	9/1/19 to 9/1/20	To be mutually agreed upon by both parties

**B) Contractor Retained Secondary Threshold Amount**

In addition to GMP, the Contractor shall be entitled to retain CRSTA as set forth in Table Two.

**Table Two**

Year No.	Agreement Year	Contractor Retained Secondary Threshold Amount (CRSTA) At Risk	Agreement Year Collections*	Positive Revenue/Village Payments*
1	9/1/15 to 8/31/16	\$600,000 + 4% Billing Commission on all collections	\$650,000	\$24,000
2	9/1/16 to 8/31/17	\$609,000 + 4% Billing Commission on all collections	\$650,000	\$15,000
3	9/1/17 to 8/31/18	\$618,135 + 4% Billing Commission on all collections	\$650,000	\$5,865
<b>Optional 2 Year Extension</b>	To be mutually agreed upon by both parties			

**\* These amounts are used for illustrative purposes only. NOTE - Villages collections in FY 2014-2015 was \$522,771.00**

CRSTA shall be the exclusive property of the Contractor but only through its collection for billed services for Work. The Village shall have no obligation to pay sums above GMP. After the Contractor has achieved 100% payment of CRSTA (Full CRSTA), all subsequent collections shall be Positive Revenue and paid to the Village as Village Payments up to full costs to deliver Emergency Medical Services as defined in Exhibit A.

**ARTICLE 7 – COLLECTION**

Contractor shall prepare, deliver, process, and collect the receipts for bills for services for the Work. Billing procedures shall be in accordance with the procedures set forth in the Paramedic Billing Services agreement, including amendments, attached hereto and incorporated herein as if fully set forth. Contactor shall send bills to insurance companies, third party payers and to patients, as further described herein.

**A) Paramedic Service Billing Rates**

The Village shall have sole and exclusive right to set and adjust billing rates for services as it deems appropriate throughout the term of this Agreement. The Village has pursuant to ordinance established, and may periodically amend, billing rates for services, Contractor shall bill at the rates set forth in the ordinance. The Village shall provide the ordinance and any amendments thereto to the Contractor as necessary. Amended billing rates shall be imposed by the Contractor upon the effective date of said ordinance pursuant to this Section. The Village shall fax or e-mail the amended ordinance to the Contractor upon approval by the Village Board of Trustees.

If the Village modifies its billing rates so the cumulative effect of the modification(s) establishes total average combined billings for all third parties below those collected in previous years, as reflected in historical collections, the Contractor may within thirty days of notice of the amended ordinance as set forth above, provide the Village with applicable documentation setting forth why compensation may not be achieved as set forth in Article 6, specifically the CRSTA. If the Village and Contractor cannot agree to a new GMP and/or CRSTA compensation terms, the Contractor may terminate this Agreement and the Village shall pay the Contractor at the rates set forth to achieve CRSTA as described in Article 6. In this instance the Contractor shall continue to honor its contractual obligations to the Village until replacement services are established but at the rates set forth to achieve CRSTA in Article 6. Upon the Village's request and at no cost to the Village, Contractor shall provide consulting services to the Village to assist with evaluating the Village's billing rates.

**B) Documentation**

Contractor shall provide Village with monthly statements detailing collections pursuant to this Agreement and the Paramedic Billing Service Agreement, which is attached hereto and incorporated here in as if fully set forth.

**C) Audit**

A reconciliation and independent audit, conducted by a mutually approved auditing firm and paid for by Contractor, shall be conducted per the schedule set forth in Table Three.

Table Three

Year No.	Agreement Year	Audit Date	Completion	Bill Period	Collection
1	9/1/15 to 9/1/16	prior to 7/1/17		9/1/15 to 2/28/17	
2	9/1/16 to 9/1/17	prior to 7/1/18		9/1/16 to 2/28/18	
3	9/1/17 to 9/1/18	prior to 7/1/19		9/1/17 to 2/28/19	
<b>Optional 2 Year Extension</b>					
4	9/1/18 to 9/1/19	prior to 7/1/20		9/1/18 to 2/29/20	
5	9/1/19 to 9/1/20	prior to 7/1/21		9/1/19 to 2/28/21	

**ARTICLE 8: Limitation of Authority.**

Contractor and its employees shall have the authority to provide services under this Agreement make and implement day-to-day decisions that are necessary in the performance of its obligations herein, and render directions to all third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall Contractor have the right or authority, express or implied, to commit, bind or obligate the Village contractually or otherwise to any liability or agreement or to cause the Village to incur any obligation to any third party.

## **ARTICLE 9: Equipment and Uniforms**

- a. Village shall equip all regular and replacement contract personnel with uniforms as specified by the Village at Village's expense.
- b. Village will provide a complete set of bunker gear for personnel protection for personnel assigned to Village and working in hazardous areas or conditions. The equipment shall meet the minimum requirements of NFPA and OSHA/IDOL and shall be provided at Village's expense.
- c. Village shall provide all ambulance vehicles, medical equipment, radio communication devices, electronic patient care reporting devices and any and all other equipment needed to provide firefighting and emergency medical services.

## **ARTICLE 10: Insurance**

Contractor shall provide:

- a. **Workers Compensation Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured workers' compensation insurance for its employees in amounts required by Illinois law.
- b. **Professional Liability Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees, comprehensive professional liability insurance with a minimum limit of \$1,000,000 (one million dollars), and aggregate coverage of at least \$15,000,000 (fifteen million dollars).
- c. **General Liability Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees, comprehensive professional liability insurance with a minimum limit of \$1,000,000 (one million dollars), and aggregate coverage of at least \$15,000,000 (fifteen million dollars).
- d. **Non-Owned, Owned and Hired Automobile Insurance.** Both Contractor and Village shall purchase, and upon request shall provide evidence that they have secured, coverage for Contractor and Contractor's employees for occurrences arising while Contractor's employees are driving Village's vehicles, with a minimum combined single limit of \$1,000,000 (one million dollars), and additional aggregate coverage of at least \$2,000,000 (two million dollars). It is expressly understood and agreed by the parties that while an employee of Contractor is driving a vehicle owned by Village, Village's insurance shall be primary.
- e. **Employment Practices Liability for Directors and Officers.** Metro shall purchase, and upon request shall provide evidence that it has secured coverage of \$1,000,000 (one million dollars) per claim and aggregate coverage of \$1,000,000.00 (one million dollars).
- f. **Network Security and Privacy Liability.** Metro shall purchase, and upon request shall provide evidence that it has secured coverage of \$1,000,000.00 (one million dollars) per occurrence and aggregate coverage of \$1,000,000.00 (one million dollars).
- g. Security and Privacy Liability coverage of \$1,000,000.00 (one million dollars) per occurrence and aggregate coverage of \$1,000,000.00 (one million dollars).
- h. **Network Interruption Insurance.** \$1,000,000.00 (one million dollars) per occurrence and aggregate coverage of \$1,000,000.00 (one million dollars).
- i. **Cyber Extortion Insurance.** \$1,000,000.00 (one million dollars) per occurrence and aggregate coverage of \$1,000,000.00 (one million dollars).

- j. **Crime Insurance.** Metro shall purchase, and upon request, shall provide blanket crime insurance for acts of dishonesty, robbery, burglary, theft, destruction, disappearance as well as other related crimes. Metro shall show evidence that it has secured Crime Insurance coverage of \$1,000,000.00 (one million dollars) per occurrence and aggregate coverage of \$1,000,000.00 (one million dollars).

At all times during the term of the contract, and throughout any renewal periods, Metro will maintain insurance coverage. The Village will be designated as an additional insured on all policies. All insurance will be furnished by an insurance carrier appropriately licensed to write such policies.

**ARTICLE 11: Administration**

- a. The Village shall be responsible for processing all reports, as required under federal, state or local rules and regulations. The Contractor will cooperate fully in processing such forms.
- b. The Contractor and Village and its employees shall comply with HIPAA and state privacy, security and confidentiality laws and rules and shall not divulge any information to any person or agency regarding any emergency run, except in accordance with applicable law. In the event that Contractor is determined to be a business associate of District, Contractor and District shall enter into a business associate agreement and abide by all applicable HIPAA Privacy, HIPAA Security, and state privacy, security, and confidentiality laws and rules.
- c. The Contractor shall provide activity reports to the Fire Chief as requested.

**ARTICLE 12: Relationship of the Parties**

It is expressly understood that the personnel of each party shall at all times operate as an independent contractor and shall not at any time be or operate as the agent or employee of, or as a joint venturer with the other party. This contract is not for the benefit of any other party, whether or not referred to herein. A waiver of any breach shall not waive a prior or subsequent breach. All remedies shall be cumulative and pursuit of any one shall not waive any other.

**ARTICLE 13: Compliance with Law**

The Village and Contractor shall adhere to all county, state and federal statutes, rules, regulations, codes, ordinances, and charters. The Village shall not require the Contractor's employees to perform any act that violates any of the aforesaid.

**ARTICLE 14: Compliance with Anti-Discrimination Laws**

- A. **State of Illinois Anti-Discrimination Laws (775 ILCS 5/101/ et. seq.)**. In carrying out the performance required under this contract the Village and Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment, with such compliance being a material term of this Agreement. Contractor's failure to comply with all applicable provisions of the Illinois Human Rights Act, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated there under, may result in a determination that Contractor is ineligible for future contracts with the Village or any of its political subdivisions or municipal corporations, and this contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.



- B. Drug-free Workplace Act (30 ILCS 580/1, et. seq.).** All parties must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to the Contractor. False certification or violation of the requirements of the Drug-free Workplace Act may result in sanctions including, but not limited to, termination of this contract.
- C. Freedom of Information Act (5 ILCS 140/1 et. seq.).** Applications, program reports and other information obtained by the Fire Protection Village pursuant to this contract shall be administered pursuant to the Freedom of Information Act unless the information is proprietary to the Contractor and its employees.
- D. Educational Loan Default Act (5 ILCS 385/3).** The Contractor certifies that this contract is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.
- E. Americans with Disabilities Act.** As a condition of receiving this contract, the Contractor certifies that services and activities provided under this contract comply and will continue to comply with The Americans with Disabilities Act (hereinafter "ADA") (42 U.S.C. 12101 et. seq.) and the regulations there under (28 CFR 35.130).

The Village shall not require the Contractor's employees to perform any act which is contrary to the aforesaid.

#### **ARTICLE 15: Indemnification**

It is expressly understood and agreed that each party shall in all events defend, indemnify, save, and hold harmless the other, their agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from injuries or property damage, including but not limited to any and all employment-related causes of action, attributable to the acts or failure to act of the offending party, its agents, officers, and employees while engaged in the performance of duties under this contract.

#### **ARTICLE 16: Non-Solicitation Agreement**

The Village agrees not to solicit, or cause or induce a third party to solicit, for the purpose of hiring any of Contractor's employees placed with the Village to perform like services for the Village for the duration of this agreement and for one year hereafter; unless mutually agreed by Contractor and Village.

#### **ARTICLE 17: 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.

#### **ARTICLE 18: Notices**

All notices provided for or permitted herein shall be in writing and shall be delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner. Notice shall be deemed to have been received by the addressee on the date the receipt of delivery is signed.

#### **Contractor:**

Metro Paramedic Services, Inc.  
Michael Tillman, Vice President  
395 West Lake Street  
Elmhurst, Illinois 60126

**Village of Antioch:**

James Keim  
Village of Antioch  
847 Main St  
Antioch, IL 60002

**ARTICLE 19: Entire Agreement**

This Agreement contains the entire agreement and understanding between the parties in regard to the subject matter hereof and is not subject to alteration or amendment, except by further written Agreement signed by all parties.

**ARTICLE 20: Governing Law**

This Agreement shall be construed in accordance with, and governed by the laws of the State of Illinois without regard to applicable conflict of laws principles with the prevailing party entitled to its reasonable attorney fees and costs.

**ARTICLE 21: Severability**

If any portion of this contract is determined to be invalid by subsequent passage of law or court interpretation that portion shall be removed from this contract. All other portions of this contract shall remain in full force and effect.

**ARTICLE 22: Authority**

The Contractor represents that this Agreement is executed pursuant to approval of its President. The Village represents that this Agreement is executed pursuant to resolution of its Board of Trustees.

**ARTICLE 23: Assignment**

This Agreement cannot be assigned or delegated to a third party by either party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be considered null and void; except that either party may assign this Agreement to a parent, sister, subsidiary or affiliated corporation. The Village reserves the right to assign this agreement to the First Fire Protection District, provided the Village submits written notice to Contractor. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties' successors, assigns, affiliates or other legal representatives.

**Article 24: Headings**

The headings set forth in this Agreement are for convenience only and shall not be considered a part of this Agreement nor shall they be deemed to limit, characterize or affect in any way the meaning of the provisions hereof.

**Article 25: Waiver and Consent**

No waiver of the exercise or enforcement of any right, power or privilege hereunder shall be binding upon any party unless in writing and signed by or on behalf of the party against which the waiver is asserted. A waiver of right or remedy on any one occasion will not be construed as a bar to or waiver of any such right to remedy on any other occasion. If the consent of either party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

**Article 26: Survival**

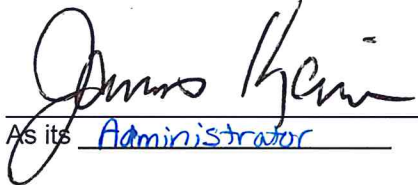
Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the expiration or termination of this Agreement.

**Article 27: Force Majeure**

The performance by Contractor shall be excused in the event and during an event of Force Majeure. For purposes of this Agreement, an Event of Force Majeure shall be defined as an event such that performance is rendered unsafe or prevented by the following: acts of God; acts of war, riot, accident, flood, or sabotage, terroristic acts; unavailability of adequate fuel, labor, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; governmental regulations or controls, fire, accident or other casualty; injunctions or restraining orders which are ultimately determined to have been wrongfully granted.

IN WITNESS WHEREOF: the parties have executed this Agreement this 14 day of AUGUST, 2015.

**VILLAGE OF ANTIOCH**

  
As its Administrator

8/14/15  
Date

**METRO PARAMEDIC SERVICES, INC.**

  
As its Vice President

8/13/15  
Date

**Exhibit A**  
**Village's Costs to Provide EMS Services**

**Personnel Costs**

Salaries & Wages	Fire Chief	43,350
Part-Time Wages	Medical Officer	1,400
Part-Time Wages	EMS Duty Crew Stat. 3	113,880
State Unemploy Ins (SUI)	State Unemploy Ins (SUI)	10,266
Social Security	Social Security	14,300
Medicare Exp	Medicare Exp	3,344
Workers Compensation	Workers Compensation	<u>24,672</u>

**211,212**

**Professional Services**

Travel Expense	Travel Expense	600
Training	Continuing education, EMS symposium	3,000
Maintenance Buildings	Maintenance Buildings	5,000
Maintenance Vehicles	Ambulances (4)	18,000
Maint Equipment	Cots, stair chairs, oxygen, life packs, AED's	20,000
Professional Dues	Condell, WEMSA	5,000
General Insurance	EMS equipment, fleet & liability	8,000
Telecommunications	Fax line to hospitals	2,400
Cell Phone	Ambulances (4)	3,600
Utility - Gas	Heating	5,000
Postage	Mailing	400
Advertising	Safety education	500
Printing	Brochures	500

Other Professional Services		1,600
Medical Services	Monthly hospital cont-ed training fees	9,600
License Fees - Ambulance	Ambulances (4)IDPH	3,600
Billing Services	Paramedic billing services	34,700
Contractual Services	Metro contract 6 paramedics, 6 EMT	175,000
Dispatch Services	911 Dispatch Services	<u>32,400</u>
		<b>328,900</b>

**Supplies & Materials**

Office Supplies		2,000
Fuel & Fluids		38,000
Maintenance Supplies		5,000
Operating Supplies		6,000
Uniforms		24,000
Food		350
Publications	-	<u>150</u>
		<b>75,500</b>

**Controlled Assets**

Equipment <\$25K	Jump bags, BP cuffs, glucose meters, stair chairs, EMS vehicle lighting upgrades	22,400
Computer Equip<\$10K	Field Bridge laptop	1,000
Computer Software	EMS Records management	<u>4,800</u>
		<b>28,200</b>

<b><i>EMS Services Total</i></b>	<b>643,812</b>
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## FIRST AMENDMENT TO BILLING AGREEMENT FOR THE VILLAGE OF ANTIOCH

This First Amendment of the Billing Agreement, effective September 1, 2015, is entered into on the date of the full execution of the Agreement indicated below by and between PARAMEDIC BILLING SERVICES, INC., an Illinois Corporation (hereinafter "Contractor") and the VILLAGE OF ANTIOCH, an Illinois municipal corporation (hereinafter "District"):

### WITNESSETH:

WHEREAS, Contractor and Village are parties to a Billing Agreement effective July 16<sup>th</sup>, 2013 (the "Agreement") whereby Contractor agreed to furnish EMS Billing services to Village as fully set forth in the Agreement;

WHEREAS, the parties wish to amend the Billing Agreement and consideration sections of the Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereby amend the following item numbers reflected in the Agreement as follows:

2. Lockbox Account/Fee Waiver. This paragraph 2 is struck in its entirety and replaced with the following language:

Effective September 1<sup>st</sup>, 2015, PBS shall maintain all funds collected for VILLAGE in an account with Suburban Bank & Trust in the name of VILLAGE. PBS shall credit to VILLAGE all fees and costs related to the account and lockbox. PBS will be authorized to view transactions to ensure that payments are applied correctly. Village shall transfer funds to PBS to allow for payment pursuant to the Agreement between PBS affiliated company Metro Paramedic Services, Inc. and VILLAGE (the "Affiliated Agreement"), a copy of which is attached hereto as **Exhibit A** until the Contractor Retained Secondary Threshold Amount (CRSTA) as defined in Affiliated Agreement is collected. Once the CRSTA is obtained, the remaining funds will be held in the account until the audit for the year, as set forth in the Affiliated Agreement, is complete and the funds can be distributed to the VILLAGE up to its full cost to deliver EMS services.

Any and all amounts received and collected by PBS for EMS services provided by Village prior to September 1, 2015 shall be remitted in full each month to the Village and the Village shall pay to PBS its 5% commission fee.

6. Fees. This paragraph is struck in its entirety and replaced with the following language:

The fees for billing services are encompassed within Article 6, entitled "Consideration," of the Affiliated Agreement between PBS affiliated company, Metro Paramedic Services, Inc. and VILLAGE. No other fees shall be paid by the VILLAGE to PBS, for services to be provided by PBS to the VILLAGE pursuant to this Agreement.

8. Term. This paragraph 8 is struck in its entirety and replaced with the following language:

This Agreement shall commence as of the date first executed and end on September 1, 2018. This agreement shall renew at the option of the Village for two (2) additional one year terms.

23. Signature. This paragraph is struck in its entirety and replaced with the following language:

It is the responsibility of VILLAGE (when Village's employees are providing EMS services) and Metro (when Metro's employees are providing EMS services) to obtain the signature of the patient or verification that it could not be obtained for the HIPAA privacy notice, for consent to release records as necessary for payment and for assignment of benefits forms and any other forms required by Medicaid or Medicare to establish medical necessity. For purposes of providing its services under this Agreement, PBS shall assume that where necessary, consent has been obtained.

All provisions of the Agreement, not in conflict with this First Amendment, shall remain in full force and effect.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF: the parties have executed this First Amendment to the Personnel Services Contract this 14 day of AUGUST, 2015

VILLAGE OF ANTIOCH

James Keim  
PRINT NAME: James Keim

Date 8/19/15

TITLE: Administrator

PARAMEDIC BILLING SERVICES, INC.

Michael G. Tillman  
PRINT NAME: Michael G. Tillman

Date 8/21/15

TITLE: Vice President