

**Resolution No. R-13-15**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
KURTZ PARAMEDIC SERVICE, INC.  
FOR PARAMEDIC AND AMBULANCE BILLING SERVICES**

WHEREAS, the City of Wheaton, Illinois ("City") is an Illinois Home Rule Municipality pursuant to provisions of Article VII, Section 6, of the Illinois Constitution of 1970, and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and

WHEREAS, the City reviewed responses to the City's Request for Proposals from three potential vendors who provide paramedic services and five potential vendors who provide ambulance billing services; and

WHEREAS, the City narrowed its analysis to two vendors, Kurtz Paramedic Service, Inc. and Metro Paramedic Services, Inc., and due to the quality and competitiveness of the proposals received from these two vendors a Best and Final Offer was sought; and

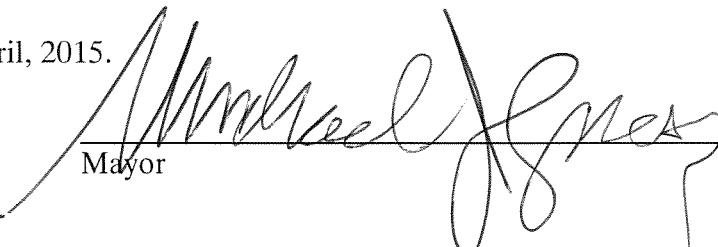
WHEREAS, both Kurtz Paramedic Service, Inc. and Metro Paramedic Services, Inc. submitted a Best and Final Offer; and

WHEREAS, the City identified that the Metro Paramedic Services, Inc. Best and Final Offer did not meet minimum specifications set forth in the Request for Proposal documents; and

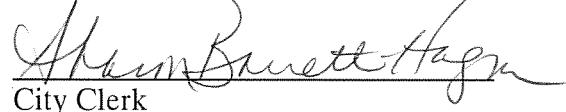
WHEREAS, the City has determined it to be in its best interests and its residents, to enter into an Agreement with Kurtz Paramedic Service, Inc., to provide paramedic and ambulance billing services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign and the City Clerk is authorized to attest to an Agreement between the City of Wheaton and Kurtz Paramedic Service, Inc.

ADOPTED this 13<sup>th</sup> day of April, 2015.

  
Mayor

ATTEST:

  
City Clerk

Ayes:

Roll Call Vote:  
Councilman Suess  
Councilwoman Corry  
Councilman Prendiville

Councilman Rutledge  
Mayor Gresk  
Councilman Saline  
Councilman Scalzo

Nays:              None  
Absent:            None

Motion Carried Unanimously

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15                   **PARAMEDIC SERVICES AND**  
16                   **AMBULANCE BILLING SERVICES AGREEMENT**

17  
18                   **Between Kurtz Paramedic Service, Inc.**  
19                   **and**  
20                   **City of Wheaton**

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37        This Agreement made and entered into this 14<sup>th</sup> day of April, 2015  
38        by and between Kurtz Paramedic Service, Inc., an Illinois Corporation, (hereafter referred  
39        to as "Contractor"), and the City of Wheaton, a Home Rule Unit of Local Government (hereafter  
40        referred to as "City").

41        **WHEREAS**, the City seeks to provide Paramedic Services and Ambulance Billing  
42        Services in order to preserve, protect and promote the public health, safety and welfare; and

43        **WHEREAS**, the Contractor is in the business of furnishing EMT-Paramedic personnel  
44        and Ambulance Billing services for Paramedic Services through its subcontractor Andres; and

45        **WHEREAS**, the City requested proposals for the work, materials, and services necessary  
46        to perform the services and complete all the work as specified in Exhibits A-1 and A-2; and

47        **WHEREAS**, the City has determined that it is appropriate to hire a Contractor to  
48        provide labor, and/or materials and/or equipment to perform Paramedic Services as more  
49        fully recited in the Request for Proposal issued November 2014, which is incorporated herein as  
50        Exhibit A-1; and

51        **WHEREAS**, the City has determined that it is appropriate to hire a Contractor to  
52        perform Ambulance Billing Services as more fully recited in the Request for Proposal issued  
53        November 2014, which is incorporated herein as Exhibit A-2; and

54        **WHEREAS**, the Contractor submitted proposals to the City for the Work specified, one  
55        of which was identified as the "Best and Final Offer, Option #1" and is attached hereto and  
56        incorporated herein as Exhibit B including Exhibits B-1, B-2 and B-3; and

57        **WHEREAS**, these combined services as referred to in Exhibits A-1 and A-2 and further  
58        clarified by Exhibit B, are referred to herein as the "Work"; and

59        **WHEREAS**, on the 13<sup>th</sup> day of April 2015, the City selected the  
60        Contractor for the Work specified in this Agreement and Exhibits.

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

## 64        **ARTICLE 1: SCOPE OF SERVICES**

65        The Recital paragraphs are incorporated herein as substantive terms and conditions of this  
66        Agreement and as representing the intent of the Parties. Any inconsistency between the Work as  
67        stated by the City and the work as proposed by the Contractor in Exhibit B shall be controlled by  
68        the Work as stated by the City. The Work "as stated by the City" shall be that described in: this  
69        Agreement including the City's Request for Proposal ("RFP"), such RFP being incorporated  
70        herein as if fully set forth as Exhibits A-1 and A-2, and all other exhibits to this Agreement.

2 Should there be any inconsistencies between this Agreement and the RFP, this Agreement shall  
83 control. In summary, the documents shall control in the following order:

84

- 85           i.     Agreement
- 86           ii.    Exhibits A-1 & A-2
- 87           iii.   Exhibit B
- 88           iv.    Exhibit B-1, B-2, and B-3

89

90 The Contractor shall furnish all labor, materials, and equipment as specified herein to provide  
91 and perform the Work and every part thereof. The Contractor represents and warrants that it shall  
92 perform the Work and every part thereof in a manner consistent with the level of care and skill  
93 customarily exercised by other professional Contractors under similar circumstances.

## 94           ARTICLE 2: TERM OF THE AGREEMENT

95

96 Unless terminated by either party for cause this Agreement shall commence on May 1, 2015 at  
97 07:00 hours and shall terminate on May 1, 2018 at 07:00 hours. The City, at its option, may  
98 extend this Agreement for an Optional 2 Year Extension - Optional Year 4 (5/1/18 to  
99 5/1/19 and Optional Year 5 (5/1/19 to 5/1/20) at the prices stated herein. If the Contractor holds  
100 the Optional Year 5 prices firm for a potential Year 6 and Year 7, the City may at its option  
101 extend this Agreement for an additional 2 Years.

102

103 Each contract year shall begin on May 1 at 07:00 hours and conclude on May 1 of the following  
104 year at 07:00 hours.

## 105           ARTICLE 3: COMPENSATION

106

107 The following words shall have the following meaning.

108

109 **Guaranteed Minimum Payment (hereinafter GMP)** shall mean the minimum amount of  
110 money for a specified Agreement year payable by the City to the Contractor on the first day of  
111 each month equal to one twelfth (1/12) of the GMP inclusive of an EMS manager.

112

113 **Optional 2 Year Extension** shall mean the final optional extension period described in Article 2  
114 of this Agreement exclusive of Year 6 and Year 7.

115

116 **Contractor Retained Secondary Threshold Amount (hereinafter CRSTA)** shall mean those  
117 additional sums, if any, collected by the Contractor solely from billed services to third parties up  
118 to a maximum of \$1,090,655 year 1, \$1,102,870 year 2, \$1,115,221 year 3, \$1,127,711 optional  
119 year 4, and \$1,140,341 optional year 5. GMP shall not be included as a component of CRSTA.

120

121 **Positive Revenue** shall mean any amounts collected by the Contractor from third parties  
122 exceeding CRSTA. GMP shall not be included in the calculation of Positive Revenue.

123

124 **City Payments** shall mean Positive Revenue payable to the City by the Contractor up to full  
125 reimbursement for the City's costs to provide Paramedic Services/Emergency Medical Services

128 as defined in Exhibit C. GMP and CRSTA shall not be included in the City's calculation of  
129 Paramedic Services/Emergency Medical Services.

130

131           **A)   Guaranteed Minimum Annual Payment**

132

133 As consideration for the Work, the City shall pay the Contractor annual GMP as set forth in  
134 Table One.

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136

137           **Table One**

<b>Year No.</b>	<b>Agreement Year</b>	<b>Guaranteed Minimum Payment</b>
1	5/1/15 to 5/1/16	\$290,880
2	5/1/16 to 5/1/17	\$294,138
3	5/1/17 to 5/1/18	\$297,433
Optional 2 Year Extension		
4	5/1/18 to 5/1/19	\$300,764
5	5/1/19 to 5/1/20	\$304,132

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140           **B)   Contractor Retained Secondary Threshold Amount**

141

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

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Table Two

<b>Year No.</b>	<b>Agreement Year</b>	<b>Contractor Retained Secondary Threshold Amount (CRSTA)</b>	<b>Agreement Year Collections*</b>	<b>Positive Revenue/City Payments*</b>
1	5/1/15 to 5/1/16	\$1,090,655	\$1,115,655	\$25,000
2	5/1/16 to 5/1/17	\$1,102,870	\$1,117,870	\$15,000
3	5/1/17 to 5/1/18	\$1,115,221	\$1,120,221	\$5,000
Optional 2 Year Extension				
4	5/1/18 to 5/1/19	\$1,127,711	\$1,122,711	\$5,000 at risk
5	5/1/19 to 5/1/20	\$1,140,341	\$1,125,341	\$15,000 at risk

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\* These amounts are used for illustrative purposes only, any inconsistency between the Table and the narrative of the Agreement shall be controlled by the narrative of the Agreement.

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CRSTA shall be the exclusive property of the Contractor but only through its collection for billed services for Work. The City shall have no obligation to pay sums above GMP except for "additional services" as described in Article 3 (c). After the Contractor has achieved 100%

153 payment of CRSTA (Full CRSTA) all subsequent collections shall be Positive Revenue and paid  
154 to the City as City Payments up to full reimbursement for the City's costs to provide Paramedic  
155 Services/Emergency Medical Services as defined in Exhibit C. After the City receives one  
156 hundred percent of City Payments, the Contractor shall receive five percent (5%) of amounts  
157 collected by the Contractor from third parties as a paramedic billing services commission. The  
158 remaining Ninety five percent (95%) shall be paid to the City.  
159

160 **C) Additional Paramedic Services**

161 During the term of this Agreement, if the City requests that Contractor assign additional  
162 paramedic personnel to the City, or that the City requests assigned personnel work hours in  
163 excess of those specified in this Agreement, the City shall pay Contractor an additional sum  
164 equal \$26.31 per hour during the first three years of this Agreement and \$27.92 during the  
165 Optional Two Year Extension period for each additional full hour worked by paramedic assigned  
166 and performing the additional Work or additional hours of Work. Time periods less than a full  
167 hour shall be prorated. Contractor shall issue an invoice for excess personnel hours, and the City  
168 agrees to pay, if undisputed, any such invoice within thirty (30) days.  
169

170 **D) Emergency Reserve Ambulance**

171 The Contractor and its affiliated companies will make available, at the request of the City, a  
172 reserve ambulance for use by the City, in the event of an emergency breakdown of two or more  
173 front line ambulances owned by the City, provided the Contractor has an ambulance available for  
174 use, at no charge to the City.  
175

176 **ARTICLE 4 – COLLECTION**

177 Contractor shall prepare, deliver, process, and collect the receipts for bills for services for the  
178 Work. Contractor shall send bills to insurance companies, third party payors and to patients, as  
179 appropriate and as further described herein.  
180

181 **A) Paramedic Service Billing Rates**

182 The City shall have sole and exclusive right to set and adjust billing rates for services as it deems  
183 appropriate throughout the term of this Agreement. Upon the City's request and at no cost to the  
184 City, Contractor shall provide consulting services to the City to assist with evaluating the City's  
185 billing rates. The City has pursuant to ordinance established, and may periodically amend,  
186 billing rates for services, Contractor shall bill at the rates set forth in the ordinance. The City  
187 shall provide the ordinance to the Contractor upon execution of this Agreement. Amended billing  
188 rates shall be imposed by the Contractor upon the effective date of said ordinance pursuant to  
189 this Section. The City shall fax or e-mail the amended ordinance to the Contractor upon  
190 approval by the City Council.  
191

192 If the City modifies its billing rates so the cumulative effect of the modification(s) reduces the  
193 Contractor's ability to collect its CRSTA, the Contractor may within thirty days of notice of the  
194 amended ordinance as set forth above, provide the City with applicable documentation setting  
195 forth why its CRSTA may not be achieved as set forth in Article 3. If the City and Contractor  
196 cannot agree to a new GMP and/or CRSTA compensation terms, the Contractor may issue a  
197 written notice to terminate this Agreement. In this instance the Contractor shall continue to  
198

199 perform the Work and continue to be compensated in the amounts as set forth in Article 3 until  
200 replacement services for the Work are established.

201  
202 The City may also establish reasonable policies for service(s) exempt from payment, such as  
203 hard ship patients when a hardship designation has been issued by the City's resource hospital.  
204 The Fire Chief (or designee) and Contractor's President shall be the primary point of contact for  
205 determining the eligibility for service(s) exempt from payment of any and all such claims within  
206 a timely basis. Any and all policies established shall be in accordance with all applicable rules,  
207 laws, regulations and guidance.

208

209 **B) Contractor's Service Billing Diligence**

210 Once the Contractor has collected and achieved full payment to it of CRSTA, (hereinafter Full  
211 CRSTA) it shall continue to diligently pursue collection of billings for services in the same  
212 manner and employing the same procedures and techniques used to achieve Full CRSTA. The  
213 parties acknowledge that a number of variables impact collections of ambulance  
214 reimbursement/paramedic service but stipulate that after the Contractor has achieved Full  
215 CRSTA ongoing billing diligence shall be measured as required by this paragraph based on the  
216 following formula: the total dollar amount collected divided by total number of bills/trips for  
217 services that have completed a full One Hundred Eighty (180) day billing cycle shall equal  
218 average collection amount per service bill/trip. By way of illustration, if \$1,000,000 was  
219 collected on One Hundred Eighty (180) day billing cycle and 1700 bills/trips were paid making  
220 up that \$1,000,000 then the average collection amount per bill/trip would equal \$588.23. If the  
221 Contractor, after achieving Full CRSTA, maintains a collection amount not more than 10 percent  
222 less than the average collection amount per bill/trip the Contractor shall be deemed to have  
223 satisfied its billing diligence as required by this paragraph. Billing diligence performance  
224 reviews will be completed by Contractor on a monthly basis. All applicable reports necessary  
225 for proper evaluation will be furnished to the City on or before the 20<sup>th</sup> of each month  
226 commencing 5/1/15. If billing diligence as set forth herein is not achieved, the City may, in its  
227 sole discretion, give the Contractor written notice of its intent to terminate this Agreement after  
228 three months. If within sixty days following the City's notice the Contractor satisfies the  
229 diligence requirements set forth in this Section the City will withdraw the notice and the  
230 Contractor shall not be subject to the terms of this paragraph again until the following One  
231 Hundred Eighty (180) day billing cycle. If the diligence requirements are not satisfied within the  
232 sixty days the City may in its sole discretion elect to terminate or not terminate this Agreement;  
233 except the Contractor shall continue under the terms of this Agreement until a new Contractor  
234 takes over.

235

236 **C) Documentation**

237 Beginning June 1, 2015, Contractor shall provide City with monthly statements detailing  
238 collections pursuant to this Agreement in conformance with Exhibit D which is attached hereto  
239 and incorporated herein as if fully set forth.

240

241 **D) Audit**

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

244

5  
Table Three

Year No.	Agreement Year	Audit Completion Date	Bill Collection Period
1	5/1/15 to 5/1/16	prior to 2/1/17	5/1/15 to 11/30/16
2	5/1/16 to 5/1/17	prior to 2/1/18	5/1/16 to 11/30/17
3	5/1/17 to 5/1/18	prior to 2/1/19	5/1/17 to 11/30/18
<b>Optional 2 Year Extension</b>			
4	5/1/18 to 5/1/19	prior to 2/1/20	5/1/18 to 11/30/19
5	5/1/19 to 5/1/20	prior to 2/1/21	5/1/19 to 11/30/20

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248

**E) Billing in the Name of the City**

249 All the billing for ambulance services shall be in the name of the City of Wheaton and on its  
 250 behalf including all claims for reimbursement or indemnification from third party payers. City  
 251 agrees to provide Contractor with notice and documentation of any payments directly received  
 252 by it within seventy-two (72) hours of receipt of said payment.

253

254

**F) Guidelines**

255 City shall provide to Contractor guidelines for sending the bills and claims. City shall provide  
 256 to Contractor or authorize Contractor to receive all information needed to bill patients  
 57 transported.

258

259

**G) Integration and Technical Solutions**

260 The integration and technical solutions shall be in accordance with Sections 168 through 174 of  
 261 Exhibit A-2.

262

263

**H) Notification to Contractor**

264 City shall notify the Contractor of all payments, correspondence, explanation of  
 265 benefits, etc. relating to the Work.

266

267

**I) Internal Controls for Collection/Financial Transactions**

268 The Contractor shall maintain generally accepted internal control procedures for the processing  
 269 of all collection/financial transactions. The Contractor or its subcontractor(s) shall provide the  
 270 City with a SSAE 16 Report as set forth in Section 184 of Exhibit A-2.

271

272

**J) Refund Requests**

273 In the instance of refund requests, the Contractor shall include the patient's payment information  
 274 along with a detailed explanation of why the refund is requested and all information necessary to  
 275 submit the refund for consideration.

276

277

**K) Subcontracting**

278 Contractor shall subcontract the billing services in this Agreement to Andres Medical Billing,  
 79 Ltd., an Illinois Corporation (AMB). This paragraph shall serve as notice and agreement by the  
 280 City for Contractor to utilize AMB as a subcontractor for billing services as required by this  
 281 Agreement.

282

283       **L) Contractor /City Communications**

284 Contractor-City Communications shall be as set forth in Sections 185 through 188 of Exhibit A-  
285 2.

286       **M) Right to Audit**

287 The right to audit shall be in accordance with Sections 193 and 194 of Exhibit A-2.

288

289       **ARTICLE 5: PERSONNEL**

290

291       **A) Surge Ambulance Availability**

292 The Contractor agrees to use its best efforts to have equipment and personnel or other company  
293 under the Contractor's control, which may be present at any time at Central DuPage Hospital or  
294 within the corporate boundaries of the City of Wheaton, available for service to the City of  
295 Wheaton, in the event the Contractor's Wheaton assigned Paramedics are not available to  
296 respond to calls (surge in demand for Ambulance response), due to their performance of duties  
297 which require them to be absent from the City's geographical limits. The Contractor and the  
298 City agree to work together, with DUCOMM, in order to adopt procedures for implementing  
299 such assignments of other Contractor personnel, as described above.

300

301       **B) Mutual and Intergovernmental Agreements**

302 Contractor shall honor any current or future mutual aid agreements/intergovernmental  
303 agreements to which the City of Wheaton is or becomes a party. There shall be no charge for  
304 services rendered to the City of Wheaton or any other fire department/fire district connected with  
305 the mutual aid/intergovernmental response except Contractor may charge third party payors and  
306 patients in amounts consistent with the mutual aid agreements/intergovernmental agreements.

307

308       **C) EMS Medical Services Manager**

309 The Contractor shall provide one EMS Manager position as specified in Exhibit A-1 that can  
310 perform the essential job functions as set forth in "Job Description" included as part of Exhibit  
311 A-1.

312

313       **D) Certified Paramedics**

314 Contractor shall provide to the City written qualifications of at least five (5) certified paramedics  
315 to populate the list set forth in Section 147 of the Exhibit A-1. It shall also be the responsibility  
316 of the Contractor to notify the City Fire Department when there are only three (3) available  
317 certified paramedics remaining on such list.

318

319 For quality control purposes, each of the Contractor's employees to be assigned to the City will  
320 be interviewed jointly by a representative of the Contractor and a representative of the City Fire  
321 Department prior to his/her assignment to the City. The Fire Chief, or designee, shall advise the  
322 Contractor of those prospective employees that meet the City's quality requirements for  
323 assignment to the City. The Contractor shall provide to the City Fire Chief a copy of resume for  
324 any personnel who are being considered for assignment to the City at least one week in advance  
325 of an employment interview.

326

Paramedics performing services under this agreement shall have State of Illinois certifications as specified in the Exhibit A-1 and be approved to work in the resource hospital committed to by the City. Further, all paramedics assigned to this Agreement and on the list of eligible replacements shall be investigated and approved as to reasonable health, habits, and character as per the "Employee Background Program". A record of convictions for violations of criminal or traffic laws may be grounds for rejection.

**E) Employee Background Program**

Illinois Background Checks: Contractor shall perform background checks on every paramedic assigned to the City Fire Department. Contractor shall conduct background investigations of all its paramedics by utilizing a Live Scan fingerprint machine or equivalent to submit fingerprints to the Illinois State Police. The following information shall be sent to the Illinois State Police via the submission system:

- i) Paramedic's first name, last name, date of birth, gender, race.
- ii) 10 finger scan.

The Illinois State Police sends to Contractor the paramedics' criminal history if any exists.

**F) Driver's License Abstract**

Contractor shall require paramedics to submit a certified Driver's License Abstract from the Secretary of State's office prior to being hired. All paramedics shall present and maintain a Class B non-CDL valid driver's license.

## G City Access to Background Checks and Information

**City Access to Background Checks and Information**

- i) The City shall be entitled to receive from the Contractor all background information of any paramedic assigned to the City upon written request of the City's Fire Chief.
- ii) The City reserves the right to conduct its own background check of any of Contractor's paramedics assigned to the City.
- iii) The Fire Chief or his designee has the authority to reject any paramedic candidate based on the background check.
- iv) The Fire Chief may in his sole discretion conduct background checks on current paramedics at any time.
- v) The Fire Chief may in his sole discretion periodically request and the Contractor shall update the background check on any paramedic at his discretion.

**H) Not Approved for Hire**

If the paramedic applicant/background check reveals information or statements that are incorrect or reveals information showing that the applicant has been convicted of a felony, or

372 misdemeanor, involving any of the following offenses, the applicant shall not be approved for  
373 hire:

374

- 375 i) Unlawful possession with intent to deliver, any controlled substance, as such  
376 term is defined in the Illinois Controlled Substances Act, as amended from time to  
377 time or cannabis as defined in the Illinois Cannabis Control Act, as amended from  
378 time to time; or intoxicating compound, as listed or defined in the Illinois Use of  
379 Intoxicating Compounds Act as amended from time to time, or any like offense of  
380 another state or country within the past ten (10) years.
- 381
- 382 ii) Unlawful possession of any controlled substance, cannabis or intoxicating  
383 compound within the past five years.
- 384
- 385 iii) The offense of criminal sexual assault and criminal sexual abuse, as such  
386 offenses are defined in the Illinois Criminal Code as amended from time to time  
387 or any like offense of another state or country.
- 388
- 389 iv) Any offense involving violence against another person or threatened violence  
390 against another person under the Illinois Criminal Code of 2012 as amended from  
391 time to time, within the past ten (10) years.
- 392
- 393 v) Any offense involving moral turpitude, including but not limited to any  
394 offense involving the misapplication, misappropriation or misuse of funds of  
395 another person, within past five (5) years.
- 396
- 397 vi) Driving under the influence of alcohol, other drug or drugs, intoxicating  
398 compound or compounds or any combination thereof under Illinois law as  
399 amended from time to time, or similar provision of local ordinance or any like  
400 offense of another state or country within the past five (5) years.
- 401
- 402 vii) Reckless driving under Illinois law as amended from time to time, or similar  
403 provision of a local ordinance or any like offense of another state or country  
404 within the past five (5) years.
- 405

#### 406 **I) Operational Reporting**

407 Beginning June 1, 2015, the Contractor shall provide, monthly operational reports containing  
408 data/information related to personnel activity including but not limited to sick leave/PTO usage,  
409 turnover, overtime, replacement, and consecutive days worked.

#### 411 **J) Paramedic Pay Scale and Benefits**

412 The Contractor shall pay a wage and other benefits to paramedics providing services under this  
413 Agreement at the wage rates and benefits set forth by the Contractor in the Contractor Proposal,  
414 see Exhibit B. To ensure a seamless transition from current contractor, and where not disallowed  
415 by law or contract, the Contractor, where not disallowed by law or contract, shall at a minimum  
416 make reasonable efforts to retain seventy-five percent (75%) of its incumbent paramedics at

7 wage rates set forth by the Contractor at the step wage that incumbent paramedic has obtained  
418 with the City.

419 **K) Staffing**

420 Staffing for paramedic services shall be pursuant to Exhibit A-1, Sections 146 through 149.

421 **L) Duties and Responsibilities**

422 Duties and responsibilities of Contractor for paramedic services shall be pursuant to Exhibit A-1,  
423 Section 150 and Sections 154 through 161.

424 **M) Contractor's Responsibilities and Requirements**

425 Contractor's responsibilities and requirements for paramedic services shall be pursuant to  
426 Exhibit A-1, Sections 162 through 164.3

427 **N) City's Responsibilities**

428 City's responsibilities for paramedic services shall be pursuant to Exhibit A-1, Sections 167  
429 through 168.4.3.

430 **ARTICLE 6: ADDITIONAL SERVICES**

431 The Contractor shall provide only the Work specified in this Agreement and attached Exhibits.  
432 In the event the Contractor or the City determines that additional goods and/or services are  
433 required to complete the Work, such additional goods shall not be provided and/or such  
434 additional services shall not be performed unless mutually authorized in writing by the  
435 parties. Terms, frequency, and prices for additional work shall be as mutually agreed upon in  
436 writing by the City and the Contractor.

437 **ARTICLE 7: HOLD HARMLESS AND INDEMNIFICATION**

438 The Contractor shall defend, hold harmless, and indemnify the City, its officers, agents,  
439 employees, and elected officials, in whole or in part from any loss, damage, demand, liability,  
440 cause of action, fine, judgment, or settlement, together with all costs and expenses related thereto  
441 (including reasonable expert witness and attorney fees), that may be incurred as a result of  
442 bodily injury, sickness, death, or property damage arising out of any and all acts or omissions  
443 performed by the Contractor pursuant to this Agreement or as a result of any other claim  
444 or suit of any nature whatsoever arising from or in any manner connected with directly or  
445 indirectly, the negligent acts, errors, omissions, or intentional acts or omissions, or omissions  
446 of any agent, subcontractor, Contractor hired to perform any services on behalf of the  
447 Contractor or employee thereof, in furtherance of duties imposed pursuant to this Agreement,  
448 excluding any injury to persons or damage to property which results from a Contractor's  
449 employee performing firefighting services, or which results from the negligent acts or  
450 omission in the driving a City ambulance. Judgments or awards arising from intentional,  
451 willful or reckless operation of a City ambulance, or for punitive damages shall not be so  
452 excluded.

463 The City shall in all events defend, indemnify, save and hold harmless the Contractor, its agents,  
464 subcontractors, officers, volunteers and employees, from any and all claims, liabilities,  
465 obligations, debts, charges, settlements or judgments, costs and expenses (including attorneys'  
466 fees) arising from injuries or property damage, attributable to the acts or failure to act of the City,  
467 its agents, subcontractors, officers, volunteers and employees, while engaged in the performance  
468 of their duties under this Agreement.

469

470 Nothing in this Agreement shall be interpreted to waive, release or compromise, in any manner,  
471 any or all statutory or common law immunities or privileges which are all specifically and fully  
472 reserved. There are no third person beneficiaries of this Agreement.

473

## 474 **ARTICLE 8: INSURANCE**

475

476 The Contractor and each of its agents, subcontractors, and consultants hired to perform the Work  
477 provided for in this Agreement and attached Exhibits, shall purchase and maintain during the  
478 term of this Agreement:

479

480 Commercial General Liability Insurance Coverage of not less than three million dollars  
481 (\$3,000,000) in the aggregate and shall include the following coverage:

482

483 Premises/Operations; Actions of Independent Contractors; Products/Completed Operations to be  
484 maintained for two years after completion of the work; Contractual Liability, including  
485 protection for the Contractor from claims arising out of liability assumed under this Agreement,  
486 and including Automobile Contractual Liability; Personal Injury Liability including coverage for  
487 offenses related to employment; Property Damage Liability; and

488

489 Worker's Compensation Insurance with limits as required by the applicable statutes of the State  
490 of Illinois; and

491

492 Umbrella or Excess Liability Insurance coverage of not less than seven million (\$7,000,000) per  
493 occurrence.

494

495 Medical Malpractice aggregate Insurance coverage of not less than seven million dollars  
496 (\$7,000,000); and

497

498 Commercial Automobile Liability Insurance covering Contractor's owned, non-owned, and  
499 leased vehicles with coverage limits of not less than two million dollars (\$2,000,000.00) per  
500 accident. The City's insurance on its ambulances shall cover claims of negligent acts or  
501 omissions in the driving of City ambulances by Contractor's personnel in furtherance of this  
502 contract, but not judgments or awards based on the intentional, willful and wanton or reckless  
503 operation of such City ambulances by Contractor's personnel.

504

505 If there is an allegation of willful and wanton or reckless conduct against a Contractor's  
506 personnel as a result of the operation of a City ambulance, the City shall tender the defense of the  
507 claim to Contractor which may elect to defend itself and which shall indemnify the City upon a  
508 finding of willful and wanton or reckless misconduct by a Court or jury.

79  
510 In the event that the City Fire Chief or his designee, after review of the facts, determines that,  
511 any of the aforesaid equipment and vehicles are damaged as a result of the negligence and/or  
512 intentional misconduct of Contractor's personnel, Contractor shall be responsible for repairing  
513 the equipment and/or vehicles at its expense.

514  
515 In this event, Contractor shall furnish, at its expense, a substitute vehicle, meeting the stated  
516 requirements, and/or equipment while the City vehicle/equipment is not operational.

517  
518 In the event any of the aforesaid equipment and vehicles becomes non-operational for reasons  
519 other than the negligence and/or intentional misconduct of Contractor's personnel, Contractor  
520 shall use its best efforts to secure, at the sole expense of the City, a substitute vehicle and/or  
521 equipment while the City vehicle/equipment is not operational.

522  
523 Nothing herein set forth shall be construed to create any obligation on the part of the City to  
524 indemnify Contractor for any claims of negligence against Contractor or its agents, employees,  
525 subcontractors or consultants except as allowed under Article 7. Prior to commencement of  
526 any work under this Agreement, Contractor shall file with the City the required original  
527 certificates of insurance with endorsements, including those of subcontractors, which shall  
528 clearly state all of the following:

529  
530 The policy number; name of insurance company; name and address of the agent or authorized  
531 representative; name, address, and telephone number of the insured; project name and address;  
532 policy expiration date; and specific coverage amounts; and

533  
534 That the City of Wheaton (including its agents, elected officials, officers and employees) is  
535 named as an additional insured under all coverage, except Workers' Compensation, and that  
536 all such coverage shall be primary for the City, its agents, elected officials, officers, and  
537 employees; and

538  
539 That the City shall receive thirty (30) days written notice prior to cancellation or alterations  
540 reducing the policy limits and/or coverage and the words "endeavor to" are to be eliminated  
541 from the cancellation provision of standard ACORD certificates of Insurance; and

542  
543 Any other insurance the City possesses shall be considered excess insurance only and shall not  
544 be required to contribute with Contractor's insurance; and

545  
546 Any deductibles or self-insured retention shall be stated on the certificates of insurance provided  
547 to the City. Self- insured retentions shall be subject to the reasonable approval of the City. The  
548 Contractor shall identify all self-insured retentions when it files its proofs of insurance with the  
549 City or based on any self-insured retention created any time after the City's approval of the  
550 Contractor's initial insurance submissions; and

551  
552 In addition to all of the insurance requirements identified above and contained on the certificates  
553 of insurance, all policies of insurance under this section shall also be subject to the following  
554 requirements:

555  
556 All insurance carriers providing coverage under this Agreement shall be authorized to  
557 do business in the State of Illinois and shall be rated at least A:X in A.M. Best and  
558 Companies Insurance Guide or otherwise acceptable to the City; and  
559  
560 Insurance policies and certificates issued by non-admitted insurance carriers are  
561 unacceptable. If unable to secure non-admitted insurance carriers the Contractor shall  
562 increase the Letter of Credit by three hundred thousand dollars (\$300,000) or provide a  
563 separate Letter of Credit in that amount authorizing the City to draw upon for claims  
564 purposes. Said letter of Credit shall be approved by the City Attorney; and  
565  
566 All casualty and professional liability insurance shall be occurrence policies. Claims  
567 made policies are unacceptable; and  
568  
569 The City shall have the right to reject the insurer/insurance of the Contractor or any  
570 subcontractor; and  
571  
572 The City will consider deductible amounts and self-insured retentions as part of its  
573 review of the financial stability of the bidder; and  
574  
575 No acceptance and/or approval of any insurance by the City shall be construed as  
576 relieving or excusing the Contractor, or the surety, or its bond, from any liability or  
577 obligation imposed upon either or both of them by the provisions of the Agreement  
578 Documents; and  
579  
580 The City may require increases in Contractor's insurance coverage amounts over the  
581 course of this Agreement as it deems necessary so long as it reimburses Contractor for  
582 the actual increase in Contractor's insurance premiums attributable to the City's requested  
583 increase; and  
584  
585 Insurance coverage required by this Agreement shall be in force throughout the  
586 Agreement Term and upon written request by the City, the Contractor shall, within 7  
587 days, provide to the City acceptable evidence of current insurance. Should the  
588 Contractor fail to provide acceptable evidence of current insurance following written  
589 request, the City shall have the absolute right to terminate the Agreement without any  
590 further obligation to the Contractor; and  
591  
592 The Contractor shall assume all on-the-job responsibilities as to the control of persons  
593 directly employed by it; and  
594  
595 Where Contractor's coverage is primary, Contractor shall control the defense to the  
596 extent of its insurance limits.  
597  
598  
599  
600

1           **ARTICLE 9: COMPLIANCE WITH LAWS**

602  
603    Each party shall comply with all applicable federal, state, and local laws, rules, and regulations,  
604    and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision  
605    of the Work including but not limited to the Fair Debt Collections Practices Act, including the "Mini-  
606    Miranda" statement.

607  
608           **ARTICLE 10: FREEDOM OF INFORMATION ACT**

609  
610    The Contractor shall, within twenty four business hours of the City's written request, provide  
611    any documents in the Contractor's possession related to the Agreement which the City is required  
612    to disclose to a requester under the Illinois Freedom of Information Act. This provision is a  
613    material covenant of this Agreement.

614  
615           **ARTICLE 11: TERMINATION OF AGREEMENT**

616  
617    If the Contractor fails to perform according to the terms of this Agreement, then the City may  
618    terminate this Agreement upon seven (7) days written notice to the Contractor. In the event of  
619    a termination, the City shall pay the Contractor for services performed as of the effective date  
620    of termination, less any sums attributable, directly or indirectly, to Contractor's breach.

621  
622    Upon the termination or expiration of this Agreement, the Contractor must continue to perform  
623    all services and requirements of this Agreement for a period up to twenty-four (24) months for  
624    services billed prior to date of a new contractor. At the end of this 24-month period, the  
625    Contractor will submit to the City all outstanding receivables and other City issued accounts in a  
626    format acceptable (electronic and paper) to the City.

627  
628           **ARTICLE 12: CANCELLATION FOR UNAPPROPRIATED FUNDS**

629  
630    The obligation of the City for payment to a Contractor is limited to the availability of funds  
631    appropriated in a current fiscal period, and continuation of the Agreement into a subsequent  
632    fiscal period is subject to appropriation of funds, unless otherwise authorized by law. City shall  
633    provide Contractor with written reasonable notice, not less than 30 days, of termination of this  
634    Agreement pursuant to this Article.

635  
636           **ARTICLE 13: DEFAULT**

637  
638    In case of default by the Contractor, the City will procure articles or service from other sources  
639    and hold the Contractor responsible for any excess cost incurred. Each party reserves the right  
640    to cancel the whole or any part of the Agreement if either party fails to perform any of the  
641    provisions in the Agreement, becomes insolvent, suspends any of its operations, or if any petition  
642    is filed or proceeding commenced by or against the Contractor under any State or Federal law  
643    relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit  
644    of creditors. The Contractor will not be liable to perform if situations arise by reason of  
645    strikes, acts of God or the public enemy, illegal acts of the City, fires or floods.

648 **ARTICLE 14: PATENTS**

649

650 The Contractor shall protect, defend, and save the City harmless against any demand for  
651 payment for the use of any patented material process, article, or device that form a part of  
652 the Work covered by the Agreement resulting from or based upon the actual or alleged services  
653 performed by Contractor pursuant to this Agreement.

654

655 **ARTICLE 15: DISCRIMINATION PROHIBITED**

656

657 Each party shall comply with the provisions of the Illinois Human Rights Act, as amended, 775  
658 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established  
659 by the Department of Human Rights. Each party agrees that it will not deny employment to  
660 any person or refuse to enter into any Agreement for services provided for in this Agreement to  
661 be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois  
662 Human Rights Act. The City shall not require the Contractor's employees to perform any act  
663 which is contrary to the aforesaid.

664

665 **ARTICLE 16: STATUS OF INDEPENDENT CONTRACTOR**

666

667 Both City and Contractor agree that Contractor will act as an Independent Contractor and shall  
668 not be a joint venture with the City in the performance of the Work. Accordingly, the  
669 Independent Contractor shall be responsible for payment of all taxes including federal, state,  
670 and local taxes arising out of the Contractor's activities in accordance with this agreement,  
671 including by way of illustration but not limitation, federal and state income tax, social security  
672 tax, and any other taxes or license fees as may be required under the law. Contractor further  
673 acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant  
674 for the City for any purpose, and that it shall not hold itself out as an agent, employee, or  
675 servant of the City under any circumstance for any reason. Contractor is not in any way  
676 authorized to make any agreement, or promise on behalf of City, or to create any implied  
677 obligation on behalf of City, and Contractor specifically agrees that it shall not do so. City  
678 shall have no obligation to provide any compensation or benefits to Contractor, except those  
679 specifically identified in this Agreement. City shall not have the authority to control the  
680 method or manner by which Contractor complies with the terms of this Agreement.

681

682 **ARTICLE 17: ASSIGNMENT; SUCCESSORS AND ASSIGNS**

683

684 Neither this Agreement, nor any part, rights nor interests hereof, may be assigned, to any other  
685 person, firm or corporation without the written consent of all other parties. Upon approval of  
686 assignment, this Agreement and the rights, interests and obligations hereunder shall be binding  
687 upon and shall inure to the benefit of the parties hereto and their respective successors and  
688 assigns.

689

690 **ARTICLE 18: CHANGE OF OWNERSHIP/INSOLVENCY**

691

692 In the event that there is a change in ownership (legal or beneficial) in the Contractor  
693 during the term of this Agreement, including any change brought about by the sale of the

4 assets of the Contractor or by the sale of more than twenty-five percent (25%) of the stock  
695 of the Contractor or if the Contractor is placed in receivership or otherwise files a petition  
696 for bankruptcy, Contractor shall give the City no less than ninety (90) days advance written  
697 notice prior to any such change in ownership, sale, receivership, bankruptcy, etc. During  
698 such ninety (90) day period, the City shall have the right to review the Agreement and may  
699 terminate it at any time during said ninety (90) day period. If the Contractor fails to file  
700 ninety (90) day notice, it shall constitute a default under this Agreement. Changes in senior  
701 management shall be reported in writing to the City.

## 703 **ARTICLE 19: RECOVERY OF COSTS**

705 In the event that either party is required to file any action, whether legal or equitable, to  
706 enforce any provision of this Agreement, the prevailing party shall be entitled to recover all  
707 reasonable costs and expenses incurred as a result of the action or proceeding, including expert  
708 witness and attorney's fees.

## 710 **ARTICLE 20: WAIVER**

712 Any failure of either the City or the Contractor to strictly enforce any term, right, or condition of  
713 this Agreement shall not be construed as a waiver of such term, right, or condition.

## 715 **ARTICLE 21: NOTIFICATION**

16 All notices provided for or permitted in this Agreement shall be in writing and shall be either (i)  
17 served personally during regular business hours; (ii) served by electronic mail or facsimile data  
718 transmission during regular business hours; or (iii) served by certified or registered mail, return  
719 receipt requested, addressed to the address listed in this Agreement with postage prepaid and  
720 deposited in the United States mail. Notice served personally and by electronic mail or  
721 facsimile data transmission shall be effective upon receipt, and notice served by United States  
722 mail shall be effective three (3) business days after receipt of delivery is signed.

724 All notification under this Agreement shall be made as follows or to such address or party as any  
725 party shall designate by notice delivered or sent in the manner prescribed in this Article.

### 727 **If to the Contractor:**

728 Kurtz Paramedic Service, Inc.  
729 Attn:  
730 P.O. Box 129  
731 New Lenox, IL 60451  
732 Fax Number:  
733 E-Mail:

### 734 **If to the City:**

735 City of Wheaton  
736 Attn: City Clerk  
737 303 West Wesley Street, P.O. Box 727  
738 Wheaton, IL 60187-0727  
739 Fax Number: 630-260-2017  
E-Mail:

## 735 **ARTICLE 22: INTEGRATION**

736 The provisions set forth in this Agreement and in the Exhibits attached hereto and incorporated  
737 herein represent the entire agreement between the parties and supersede all prior agreements,  
738 promises, and representations, as it is the intent of the parties to provide for a complete

740 integration within the four corners of this Agreement. This Agreement may be modified only  
741 by a further written agreement between the parties, and no modification shall be effective  
742 unless properly approved and signed by each party. No course of conduct before, or during the  
743 performance of this Agreement, shall be deemed to modify, change or amend this Agreement.  
744

#### 745 **ARTICLE 23:NON-DISCLOSURE**

746

747 During the course of the Work, Contractor and City may have access to the other parties  
748 proprietary and confidential information including, but not limited to, methods, processes,  
749 formulae, compositions, systems, techniques, computer programs, databases, research  
750 projects, resident name and address information, financial data, and other data. Each party  
751 shall not use such information for any purpose other than described in this Agreement and  
752 Exhibits and shall not directly or indirectly disclose or disseminate such information to any  
753 third party without the express written consent of the other party.  
754

#### 755 **ARTICLE 24: SEVERABILITY**

756

757 If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision  
758 shall be fully severable, and this Agreement shall be construed and enforced as if such illegal,  
759 invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof  
760 shall remain in full force and effect and shall not be affected by the illegal, invalid, or  
761 unenforceable provision or by its severance; and in lieuof such illegal, invalid, or  
762 unenforceable provision there shall be added automatically as part of this agreement, a provision  
763 as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and  
764 legal, valid and enforceable.  
765

#### 766 **ARTICLE 25: FORCE MAJEURE**

767

768 No party hereto shall be deemed to be in default or to have breached any provision of this  
769 Agreement as a result of any delay, failure in performance or interruption of services resulting  
770 directly orindirectly from acts of God, acts of civil or military disturbance, or war, which are  
771 beyond the control of suchnon-performing party.  
772

#### 773 **ARTICLE 26: COURTS OF JURISDICTION**

774

775 The parties agree that any and all disputes, disagreements or litigation, by, between, or amongst  
776 them, related to this Agreement shall be exclusively heard and resolved in the courts of the  
777 Eighteenth Judicial Circuit, DuPage County, Illinois.  
778

#### 779 **ARTICLE 27: GOVERNING LAW**

780

781 This agreement is governed by the laws of the State of Illinois. Exclusive jurisdiction for any  
782 litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit  
783 Court, DuPage County, Illinois.  
784

785

6  
787 **ARTICLE 28: SUBPOEANAS AND RECORDS REQUESTS**

788 Contractor shall charge and retain fees of the requesting party as allowed under applicable law  
789 for reproduction of medical records upon request of persons authorized to receive them.

790

791 **ARTICLE 29: NO THIRD-PARTY BENEFICIARIES**

792

793 It is the explicit intent of the parties hereto that: no person or entity other than the parties hereto,  
794 except assignees as contemplated in Article 17, is or shall be entitled to bring any action to  
795 enforce any provision of this Agreement against either of the parties hereto; that there are no  
796 third party beneficiaries of this agreement; and that nothing in this agreement shall be interpreted  
797 to waive, release or compromise any statutory or common law privileges or immunities which  
798 could be asserted as defenses to claims or lawsuits by persons or entities who are not parties to  
799 this agreement.

800

801 **ARTICLE 30: CONFIDENTIALITY**

802

803 The parties will not use or disclose any sensitive or confidential information in any way that  
804 would violate any law regarding the privacy, confidentiality or security of the sensitive or  
805 confidential information including but not limited to the Administrative Simplification Section  
806 of the Health Insurance Portability and Accountability Act of 1996 as codified in 42 U.S.C.  
807 § 1320d through 3-8 ("HIPAA") and the requirements of any regulations promulgated  
808 thereunder, including without limitation the federal privacy regulation as contained in 45  
809 C.F.R. part 164 (the "Federal Privacy Regulations"). Both parties agree not to use or further  
810 disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually  
811 identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the  
812 "Protected Health Information") concerning a patient other than as permitted under this  
813 Agreement and the requirements of HIPAA or regulations promulgated under HIPAA,  
814 including without limitation, the Federal Privacy Regulations.

815

816 For purposes of this Agreement, Contractor is a Business Associate and City is a Covered  
817 Entity. The parties shall execute the attached Business Associate Agreement, Exhibit E, which  
818 shall be incorporated into this Agreement as if fully set forth herein.

819

820 **ARTICLE 31: RECORDS**

821

822 All medical records relating to the services rendered by the ambulance crew, claims, run reports,  
823 etc. shall be and remain the sole property of City.

824

825 **ARTICLE 32: NON-SOLICITATION**

826

827 The City agrees not to solicit, or cause or induce a third party to solicit, for the purpose of hiring  
828 any of Contractor's employees placed with the City to perform like services for the City, for the  
829 duration of the Agreement and any renewals and extensions thereof and for one year thereafter;  
830 unless mutually agreed by Contractor and City.

831

832 **ARTICLE 33: LIMITATION OF AUTHORITY**

833

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

840

841 **ARTICLE 34: AUTHORITY**

842

843 The Contractor represents that this Agreement is executed pursuant to approval of its President.  
844 The City represents that this Agreement is executed pursuant to its Mayor and City Council.

845

846 **ARTICLE 35: COUNTERPART**

847

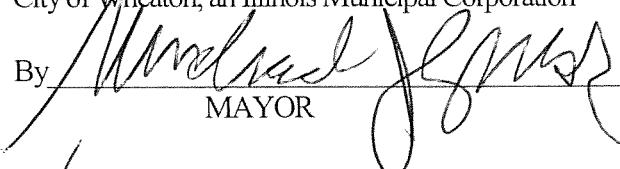
848 This Agreement may be executed in two or more counterparts, each of which shall be deemed an  
849 original, but all of which together shall constitute one and the same instrument.

850

851 In Witness Whereof, the parties have executed this Agreement this 14<sup>th</sup> day  
852 of April 2015.

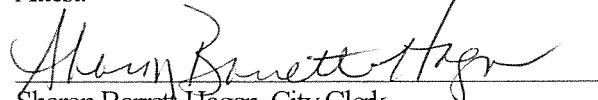
853

854

855 City of Wheaton, an Illinois Municipal Corporation  
856 By  date 4/14/15  
857 MAYOR

858

859 Attest:



860

861

862

Sharon Barrett-Hagen

863

864

Kurtz Paramedic Service, Inc.

865

866

By \_\_\_\_\_ date \_\_\_\_\_

867

868

869 Attest:

870

871

EXHIBITS

872

A-1 Paramedic Services RFP

873

A-2 Ambulance Billing RFP

874

B Contractor Best and Final Offer, RFP Response 1, 2, and 3

875

C Paramedic City Costs

876

D Monthly Collection Reporting Statements

877

E Business Associate Agreement