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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2018-R-037**

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**A RESOLUTION APPROVING THE AMBULANCE SERVICE CONTRACT BETWEEN THE  
VILLAGE OF TINLEY PARK AND KURTZ AMBULANCE SERVICES, INC. TO PROVIDE  
EMERGENCY MEDICAL SERVICE**

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**JACOB C. VANDENBERG, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO  
BRIAN H. YOUNKER  
CYNTHIA A. BERG  
WILLIAM P. BRADY  
MICHAEL W. GLOTZ  
Board of Trustees**

**RESOLUTION NO. 2018-R-037**

**A RESOLUTION APPROVING THE AMBULANCE SERVICE CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND KURTZ AMBULANCE SERVICES, INC. TO PROVIDE EMERGENCY MEDICAL SERVICE**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Kurtz Ambulance Services, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 19<sup>th</sup> day of June, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Younker, Panitto, Berq, Brady, Glotz

**NAYS:** None

**ABSENT:** None

**ABSTAIN:** Curran

**APPROVED** this 19<sup>th</sup> day of June, 2018, by the President of the Village of Tinley Park.

  
Village President

**ATTEST:**

  
Village Clerk

STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-037, "A RESOLUTION APPROVING THE AMBULANCE SERVICE CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND KURTZ AMBULANCE SERVICES, INC. TO PROVIDE EMERGENCY MEDICAL SERVICE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 19, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK

**EXHIBIT 1**

**KURTZ AMBULANCE SERVICES, INC.  
AGREEMENT**

**AMBULANCE SERVICE CONTRACT BETWEEN THE  
VILLAGE OF TINLEY PARK, ILLINOIS AND KURTZ AMBULANCE  
SERVICES, INC.**

**THIS CONTRACT** made this 19<sup>th</sup> day of June, 2018, by and between the VILLAGE OF TINLEY PARK, Cook and Will Counties, Illinois, a municipal corporation of the State of Illinois, hereinafter referred to as "Village", and KURTZ AMBULANCE SERVICES, INC., an Illinois corporation with located at P.O. Box 129; New Lenox, Illinois 60451, hereinafter referred to as "Contractor."

**WHEREAS**, the Village has determined that it is in the best interest of the health, safety and welfare of its residents to provide Emergency Medical Service; and

**WHEREAS**, the Village desires to retain the Contractor to provide said service.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein the parties agree to as follows:

1. Nature of Contract.

- A. This Contract provides for an all-inclusive emergency medical service and transportation only to the closest hospital as designated by medical control. The Contractor will provide emergency medical transportation to the hospital of the patient's choice if authorized by the resource hospital. The Contractor may use its discretion to transport non-emergency calls in a back-up Basic Life Support Ambulance.
- B. The Contractor agrees that the Advanced Life Support Ambulances will be equipped in compliance with the State of Illinois Guidelines on Advanced Life Support and the South Cook County Emergency Medical Services System and as otherwise provided

in the Contract. It is understood that all ambulances servicing the Village of Tinley Park shall be installed with fully functional 12-EKG (electrocardiogram) units.

2. Term of Contract.

This contract is an all-inclusive three (3) year term with two (2) , two (2) year optional renewal periods. Said renewal options are at the sole discretion of the Village. This contract shall be in full force and effect commencing on 12:01 A.M. on August 1, 2018, and terminating at midnight on July 31, 2021.

3. Scope of Service.

- A. A minimum of five (5) Advanced Life Support Ambulances shall be available to respond to Village generated emergency calls during the hours of 6:00 A.M. to 12:00 midnight and a minimum of four(4) such ambulances during the hours of midnight and 6:00 A.M. Such will be made available seven (7) days per week, 365 days per year (366 in any "leap year") during the term of this Contract. Contractor shall have a supervisor on duty and available by phone twenty-four (24) hours per day each day of the year, as well as a supervisor on duty.
- B. The ALS units shall be continuously physically located whereby the Contractor will have the ability to respond to all emergency service calls originating within the Village of Tinley Park and will endeavor to meet the optimum time of three (3) to six (6) minutes. Accordingly, it shall be mandatory that the ambulances be located within the Village fire stations to service the residents of the Village except on such occasions when they are transporting residents to an appropriate medical facility. Whenever an ambulance does leave the Village limits to transport a resident to a medical facility, it must immediately report to the Village's E-911 Center that it is in transport to the

hospital and its estimated time of arrival back within Village limits. The ambulances to be provided under the Contract shall not be shared with or utilized by any other customer, public or otherwise, of the Contractor. The ambulances shall be utilized only for calls originating within the Village or pursuant to the mutual aid agreements entered into by the Village. Further, the Contractor shall provide for additional Advanced Life Support units in instances where the primary Advanced Life Support units are in use for local Village emergency responses, when available. Contractor, or its agent, shall have the right to retain 100% of revenue obtained from payments received from service recipients up to the predetermined amount listed in exhibit "A". Amounts that exceed the Net Annual Collections will be returned back to the Village minus a 4% collection fee to reduce the Village's subsidy payment set forth in Exhibit A. The return of the subsidy payment shall never exceed the total annual subsidy paid by the Village to the Contractor.

- C. Contractor agrees that if it is not able to respond to an emergency call, it must contact the Village E-911 center in accordance with required Mutual Aid Agreements. Contractor shall provide the Village with copies of any applicable mutual aid agreements. Contractor shall also respond to all ambulance service calls in support of any Mutual Aid Agreement as directed by the Village and must provide radio identification meeting the requirements of the Third District Mutual Aid Committee and MABAS 24. Identifiers for the mobile and portable radio equipment must be in compliance with MABAS 24 radio guidelines (or such other frequencies as designated from time to time by the Village).

- D. Contractor will provide five (5) new box type ambulances to be phased in with a mutually agreed upon schedule with the Village.
- E. Contractor must equip all ambulances that provide service under the Contract with mobile radio equipment capable of meeting all requirements under this paragraph. In addition, the Contractor at its cost, will provide portable radio equipment to be used by each paramedic on duty, with adequate training of the contractor's employees on the proper use of such portable radio equipment to be provided by the Contractor at its expense.
- F. Contractor shall provide for additional Advanced Life Support units in instances where the primary Advanced Life Support units are in use for local Tinley Park emergency responses. In the event the Contractor is unable to respond to an emergency ambulance call, it will notify 911 dispatch for Mutual Aid Assistance.
- G. In the event the Contractor materially fails to respond to emergency calls under the terms of the Contract as set forth in paragraphs C and D above, such failures to respond, if it is shown to be the failures of the Contractor, shall be treated as a breach of this Contract, and the Contractor shall be liable to the Village for all damages and expenses incurred by the Village because of said breach, and such shall constitute sufficient cause to, at the Village's option, terminate this Contract. Further, the Contractor agrees to indemnify, defend and hold harmless the Village and its officers, agents and employees, for any damages and/or expenses caused by the breach by the Contractor. Prior to any termination, Contractor shall be given notice of the breach and opportunity to cure.



- H. Contractor shall provide service within the Village without regard to race, color, sex, religion, age, physical or mental handicap, national origin, ancestry, marital status, military status, or unfavorable discharge from military service, or apparent financial inability to pay, or any other status protected from discrimination under the provisions of the Illinois Human Rights Act, as amended from time to time. Furthermore, the Contractor must have a written sexual harassment policy complying with the provisions of said Human Rights Act as found in 775 ILCS 5/2-105(A)(4), as well as detailed drug and alcohol policy (including, when appropriate, testing of employees).
- I. The Contractor shall comply and conform with all Village Ordinances regulating ambulance service, and all Federal and State Laws or guidelines pertaining thereto, as well as the regulations and guidelines of the SCCEMSS, as they now exist or are hereafter amended or changed. Failure to comply and conform shall constitute a breach of this Contract. Prior to any termination, Contractor shall be given notice of the breach and opportunity to cure.
- J. The Contractor agrees to transport deceased human remains to the Cook County Medical Examiners Office with a Basic Life Support Ambulance, at the Contractor's expense; provided that Contractor may bill any financially responsible party in accordance with applicable laws.
4. Paramedics.
- A. Each ALS unit must be staffed by at least two (2) duly qualified, uniformed, State-certified paramedics, in accordance with SCCEMSS. Paramedics shall be required to evidence a current State of Illinois Paramedic Certificate and must have been approved by the Ingalls Memorial Hospital Mobile Intensive Care System. The paramedics

assigned to each ALS unit must have a minimum of eighteen (18) months of experience as a certified paramedic. The professional credentials of each paramedic shall be made available to the Village for examination upon request.

- B. In addition, on each shift, there shall be a designated lead or chief paramedic in charge of and responsible for all activities on the shift. Further, a daily duty roster for each shift shall be supplied by the Contactor to the Village's E-911 Center and Fire Department Shift Commander.
- C. All paramedics shall continue their professional education to meet the requirements of the SCCEMSS, the Illinois Department of Public Health, and other appropriate agencies, including the Village of Tinley Park. This education and training will be the sole responsibility of the Contractor.
- D. All paramedics are employees of the Contractor and are not in any manner to be considered employees or agents of the Village. All employee benefits shall be the responsibility of the Contractor including, but not limited to, holidays, vacation, sick leave, retirement, worker's compensation, unemployment compensation, FICA or any other obligation due an employee under local, State or Federal law.
- E. To the extent the same would not cause a violation of any of the criteria and terms set forth elsewhere in this Contract, the Contractor is hereby authorized to enter into such Mutual Aid Agreements with surrounding ambulance services for the use of paramedic services as may be required by SCCEMSS. The Contractor must notify the Village of the terms of any such agreement and provide copies to the Village.
- F. Personal Protective Equipment: The Contractor shall provide all paramedics operating under this Contract with a minimum of the following Personal Protective Equipment

(PPE); head protection, eye/safety protection, hand protection gear and OSHA or IDOC required PPE. The above PPE list must be worn on the direction of the lead paramedic in charge of the shift and the Fire Department Incident Commander. In addition, contractor will be responsible for Response Task Force (Active Shooter) PPE.

- G. Minimum Training Requirements: The training will include Hazardous Materials Awareness, Technical Rescue Awareness and NIMS (National Incident Management System) as minimum requirements. It is understood that all Kurtz staff assigned to Tinley vehicles/ambulances shall be NIMS compliant. Additional training may be required as determined by the Operation and Training Division of the Department. It is understood that all training costs shall be paid for by the Contractor.
  - H. Contractor shall provide an Emergency Medical Services (EMS) Paramedic supervisor/contract manager with a non-transport ALS vehicle during normal working hours.
  - I. Paramedics shall be paid a minimum of \$43,000 per year with additional employee benefit package to be reviewed by the Village.
5. Communications.
- A. Contractor shall supply radio, telemetry and/or wireless communication equipment compatible with the resource hospital, as well as with the Village's fire, police and public works departments (equipment and dispatch).
  - B. Dispatch services will be housed in the Village of Tinley Park 911 Command Center. Contractor must provide at its expense a twenty-four (24) hour back-up dispatch service satisfactory to the Village. Such dispatch system shall include an automatic transfer of all calls coming in to the Village (i.e., the first person the caller talks, to, after transfer,

shall be a qualified employee or agent of the Contractor who is trained to provide appropriate pre-arrival instructions). Contractor shall be responsible for providing all pre and post arrival instructions if option 1 is exercised. The Village reserves the right and option during the Contract term to provide the dispatch service through its own dispatch system and at its expense. In the event the Village does exercise its option to take over dispatching, the Village's annual payments shall be reduced by the appropriate amounts, as shown on exhibit "A".

- C. It is understood that all Kurtz staff assigned to dispatch or service Tinley Park vehicles/ambulances shall be NIMS compliant.
- D. Contractor shall provide all ambulances, which service the Village to be equipped with a global positioning system (GPS). Contractor shall make available to the Village access to the GPS system 365 days a year and 24 hours a day. In the event that the Village begins performing its own dispatch services, contractor shall ensure that GPS systems fully integrate with the Village's Computer Aided Dispatch (CAD) system.
- E. It is understood that the Assistant Manager/Emergency Management & Communications Director shall be the primary Village contact for services provided by the Contractor under this Contract.

6. Payments to the Contractor.

- A. The Village agrees to pay the Contractor at the rate specified each month for the term of the Contract as indicated on Exhibit "A" attached hereto and hereby made a part hereof.
- B. The Village agrees to pay the Contractor monthly. Each monthly payment shall be made by the 15th day of the month following the month of service.

7. Insurances and Hold Harmless Clause.

A. Contractor shall secure and continuously at all times maintain throughout the term of the Agreement insurances as indicated below, as well as any other insurance the Contractor determines is necessary to conduct and provide service under the Agreement. The insurance company providing coverage must have a Best's rating of "A,8" or better. Proof of at least the following insurance shall be submitted to the Village Clerk:

(1) Workers Compensation

Limits required by law.

(2) Auto Liability

Combined single limit of not less than three million (\$3,000,000)  
per occurrence.

(3) General Liability

Combined single limit of not less than three million (\$3,000,000)  
per occurrence.

(4) Professional Malpractice Liability

Combined single limit of not less than three million (\$3,000,000)  
per occurrence.

(5) Excess "Umbrella" Insurance of not less than fifteen million (\$15,000,000)

B. The Village of Tinley Park shall be named as additional insured on all insurance policies listed above (except for worker's compensation) and shall be furnished with certificates of insurance upon which certificates shall be endorsed that in the event the policy shall

be non-renewed, modified, canceled, or changed in any way, thirty (30) days advance written notice is required to be given by the insurance company to the Village. In the event any of the insurance is nonrenewed, modified, changed, or terminated for any reason, or is in an amount below the specified amount, the Village at its option, can terminate this contract upon three (3) days advance written notice to the Contractor.

- C. The Contractor hereby agrees to indemnify and hold harmless the Village, its officials, agents, and employees from and against all claims, damages, losses, judgments and expenses of any kind (including attorney fees) directly or indirectly arising out of or resulting from the conduct and performance of the Contractor and its officers, employees and agents while acting or failing to act pursuant to or under this Contract.

Contractor agrees to abide by all applicable Federal and State rules and regulations.

8. Records and Reports.

- A. Contractor shall maintain an accurate record of each trip made as a part of the service provided. The minimum information to be kept as to each trip shall be as follows:

1. Time of call
2. Time of Dispatch
3. Time En-route and responding location
4. Time of arrival at scene/response time per call
5. Time of departure from scene (Via Radio)
6. Time of arrival at hospital (Via Radio)
7. Time back in service
8. Monthly average response time per call
9. Paramedic(s) responding

10. Name of patient
11. Address of patient
12. Itemized list of service rendered
13. Itemized account of charge
14. Source of call
15. Refusals of transport

All information provided above shall be made available to the Village upon request of the Village and on an ambulance response form approved by the Village. Such forms shall be made available to the Village within twenty four (24) hours of any such Village request. If any complaint is filed with the Village concerning the service being provided by the Contractor, the Contractor shall make its employees available for any investigation that may be initiated by the Village at the reasonable times and places specified by the Village. The Contractor shall also identify a Community Relations Officer for purposes of assisting the Village in addressing billing complaints, customer service issues and to answer general questions of Village officials and/or residents.

- B. Monthly reports of 8, A1 through 8, A,8 above must be provided to the Village. In such reports, Contractor must highlight all calls where the response time was in excess of six (6) minutes and provide the Village with all of its records (not limited to 8,A,1 through 8,A,8) regarding each such call.
- C. Sustained Complaint Notification: Kurtz Ambulance will notify the Assistant Village Manager/Director of Emergency Management and Communication of any sustained complaint filed against them or their staff regarding any Tinley response or incident. It

is important to stress the word "sustained" is used as a complaint that is followed by reprimand, either verbal or written, up to and include termination.

D. Contractor and Village designee agree to meet on an as needed basis, but no less than quarterly, to discuss any outstanding service and/or contract issues, questions or concerns.

9. Notice to Village Officials.

To the extent permitted by law, Contractor agrees to provide the Village Health Officer, the Village Police Chief (or his designee), and the Village Fire Chief (or his designee) and Village's Director of Emergency Management and Communication with specific details of any patient transported who is diagnosed as possibly dangerous and/or contagious disease carriers within twenty-four (24) hours of providing ambulance service, providing the Village Health Officer, the Village Police Chief (or his designees), and the Village Fire Chief (or his designees) and Assistant Village Manager/Director - Emergency Management and Communication with all information that is allowed by law to be given to the Village, particularly all information that would relate to any risks associated with Village employees responding to the original ambulance scene. It is understood that if individual patients cannot be identified under applicable law, that such individual identity need not be disclosed, but nevertheless Contractor must provide all other information that is legally available.

10. Assignment of Contract.

The Contractor may not assign this Contract without prior written approval of the Village.

11. HIPAA. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d et seq. ("HIP AA")



and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time and, all collectively referred to herein as "HIP AA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIP AA Requirements. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information. This section shall survive the expiration or termination of this Agreement.

12. Letter of Credit.

The Contractor must provide a direct pay letter of credit, in a form and substance satisfactory to the Village and issued by a financial institution satisfactory to the Village, in the amount of twenty-five percent (25%) of the annual amount to be paid by the Village to the Contractor under this Contract. The letter of credit shall be valid for the full term of the Contract and renewable annually by the Village, and shall provide that in the event of any material default under the Contract by the Contractor and the Village terminates the

Contract, the full amount of the letter of credit would be payable to the Village as liquidated damages and not as a penalty. Following the posting of the initial letter of credit required hereunder, if at any time thereafter the Village received notice that said security will terminate, the Village shall have full and complete authority to draw the entire letter of credit amount and hold said funds as devoted or available for those purposes set forth in this contract unless the letter of credit is replaced or renewed or a substitute form of security in a form and amount acceptable to the Village is provided at least fourteen (14) days prior to the expiration of the existing letter of credit. It is understood and acknowledged that in the event of default, the damages to the Village may exceed the amount of the letter of credit and therefore nothing herein shall be construed to prevent the Village from recovering its full actual damages in the event of any such default. In no event shall a draw on the letter of credit be construed as a penalty. The letter of credit is intended solely to reimburse the Village for the damages to the Village by virtue of default of the Contractor under the Contract, and is not intended to reduce or impair the Contractor's obligation to maintain insurance and indemnify the Village under Paragraph 7 of this Contract or to compensate the Village for liability for any claims, damages, losses, judgments, or expenses of any kind (including attorney's fees).

13. Contractors Charges to Service Recipients.

Contractor will be entitled to charge service recipient(s) for all medical and transportation service provided to them at a rate that is usual and customary for such service. Contractor shall be fully and solely responsible for collecting said charges from the service recipient(s) and/or all applicable third party payers (including from the recipient's insurance (including Medicare and/or Medicaid)). The Contractor shall agree to accept all insurance

assignments (including Medicare and/or Medicaid). Said charges shall be uniform and a schedule of said charges shall be on file with the Village Clerk. The Contractor shall not put any Village resident in collection for any balance. A schedule of all current charges of the Contractor must be submitted to and approved by the Village, and shall separately state charges for "Basic Life Support," "Advanced Life Support," mileage, and use of oxygen or as prescribed by Medicare or Medicaid. All future increases must all be approved by the Village. In the event that the Contractor desires to increase said charges during the Contract term, the Contractor shall first give thirty (30) days advance written notice to the Village specifying the increased charges. Upon the receipt of said notice, the Village may either approve or disapprove said increase within thirty (30) days of receipt of such notice. In the event that the Village disapproves any such increase in charges, the Contractor shall have thirty (30) days to submit appropriate evidence/documentation to the Village to show that the proposed increase(s) in charges are customary and reasonable in the ambulance service industry. The Village will review such evidence and render a final decision within fifteen (15) days of receipt of such evidence. If the Village still does not approve the rate increase, that decision shall be final. A schedule of all charges currently in effect as of the initial signing of this Contract is attached hereto and hereby made a part hereof as EXHIBIT B.

14. Change in Ownership.

- A. In the event that there is a change in ownership (legal or beneficial) in the Contractor during the term of the Contract, including any change brought about by sale of the assets of the Contractor or by the sale of more than twenty-five percent (25%) of the stock of the Contractor, or if the Contractor is placed in receivership or otherwise files

a petition for bankruptcy, Contractor shall give the Village at least ninety (90) days advance written notice prior to any such change in ownership, sale, receivership, etc. During such ninety (90) day period, the Village shall have the right to review the Contract and may terminate it at any time during said ninety (90) day period. If the Contractor fails to give ninety (90) day notice, it shall constitute a default under this Contract and the letter of credit provided for in Paragraph 12 above shall be drawn upon immediately by the Village. In addition, this Contract shall terminate. Changes in management shall be reported to the Village.

15. Additional Responsibilities of Contractor.

- A. Will be available for all training requests, exercises, drills (including supporting of ambulances and personnel) and special events.
- B. Provide annually the name of their representative/liaison to all appropriate departments and Committees.
- C. Provide support to Village Departments in training and education as needed.
- D. Respond to and stand by all fire incidents dispatched by the Village and/or mutual aid partners until released by the Fire Chief or his authorized designee.
- E. Provide an ambulance for public relations purposes to the Village, upon request by the Village.
- F. Provide a First Responder Class to all interested Village employees (cost of course materials to be at the expense of the Village or its employees as determined by the Village). This class will be offered through the Contractor's Training Division and will be tailored to the needs of the Village.

G. Identify management personnel who will act as the Contractor's representative for the Village's Disaster Planning Committee. The identified representative will be required to attend all regular meetings of the Disaster Planning Committee upon request.

H. Contractor will assist with the current Police Department Narcan program.

16. Termination of Contract.

The Contractor and the Village agree to perform their commitments in strict accordance with the specification and terms of this Contract and all applicable State and Federal laws, and nonperformance or failure to perform and comply with any of the terms and conditions or maintain the standards therein contained may be treated by the Village as a breach of the Contract by the Contractor. The Village may terminate this Contract unilaterally upon at least thirty (30) days advance written notice to the Contractor in the event the Village determines there has been a breach of the Contract by the Contractor, provided that the Contractor will be given a reasonable period to cure any technical or non-material breach. The Contractor may terminate this Contract unilaterally upon at least one-hundred and eighty (180) days advance written notice to the Village in the event the Contractor determines there has been a breach of the Contract by the Village, provided that the Village will be given a reasonable period to cure any technical or non-material breach.

17. Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President  
Village Hall

16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

2. Village Clerk  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

3. Village Manager  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

4. Assistant Village Manager/Director-EM and 911 Communications  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

For the Contractor:

1. President & Chief Executive Officer  
1900 Garnet Ct.  
New Lenox, IL  
Attention: Edward B. Van Horne
  
2. American Medical Response  
6363 S. Fiddler's Green Circle, Suite 1400  
Greenwood Village, CO 80111  
Attention: Law Department

or such other addresses that any party hereto may designate in writing to the other party pursuant to the provisions of this Paragraph.

18. No Waiver of Right to Enforce Contract.

Failure of either party to this Contract to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment

of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

19. Paragraph Headings and Subheadings.

All paragraph headings or other headings in this Contract are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

20. Authorization to Execute.

The officers of Contractor executing this Contract warrant that they have been lawfully authorized by their Board of Directors to execute this Contract on behalf of the Contractor. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board to execute this Contract. The Contractor and Village shall, upon request, deliver to each other at the time of such request or the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Contract on behalf of the respective entities.

21. Complete Agreement and Amendment.

This Contract sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Contract shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

22. Counterpart.

This Contract may be executed in two or more components, each of which taken together, shall constitute one and the same instrument.

23. Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

24. Execution of Agreement.

This Contract shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Contract on Page 1 hereof which date shall be the effective date of this Contract.


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and attested and have caused their respective seals to be affixed hereto on the dates reflected by such signatures.

VILLAGE OF TINLEY PARK, an Illinois Municipal Corporation

By:   
Village President

ATTEST:   
By:   
Village Clerk

Kurtz Ambulance Ambulance Service, Inc.

By:   
Edward B. Van Horne  
Its: President and CEO



**Exhibit "A"**  
**Village Subsidy Payments to Contractor**

<u>YEAR</u>	<u>MONTHLY SUBSIDY</u>	<u>ANNUAL SUBSIDY</u>
8/1/2018 – 7/31/2019	\$33,328.08	\$399,937.00
8/1/2019 – 7/31/2020	\$36,477.83	\$437,734.00
8/1/2020 – 7/31/2021	\$39,690.33	\$476,284.00

**Subsidy Return**

All billing revenue collected by Provider, or its agent, from or on behalf of service recipients, in excess of the "Net Annual Collections" shown below will returned to the Village less a 4% billing fee; provided that such subsidy return shall never exceed the total annual subsidy paid by the Village to the Contractor, e.g., the maximum subsidy return the Village may receive for 8/1/2018- 7/31/2019 shall be \$399,937.00. Additionally, the subsidy return shall not commence until such time as Contractor has covered its costs to the provide the services. It is understood that said subsidy return to the Village shall only be for services provided by ambulances assigned to the contract.

<u>YEAR</u>	<u>NET ANNUAL COLLECTIONS</u>
8/1/2018 – 7/31/2019	\$1,789,978.00
8/1/2019 – 7/31/2020	\$1,789,978.00
8/1/2020 -7/31/2021	\$1,789,897.00

<u>YEAR</u>	<u>MONTHLY SUBSIDY</u>	<u>ANNUAL SUBSIDY</u>
8/1/2018 – 7/31/2019	\$20,297.33	\$243,568.00
8/1/2019 – 7/31/2020	\$20,682.33	\$248,188.00
8/1/2020 – 7/31/2021	\$21,075.00	\$252,900.00

\*For Clarity, monthly subsidy for EMD Services is not part of any subsidy return.

## EXHIBIT B

### EMS Billing Rates and Charges

Provider Name:           Kurtz Ambulance Service, Inc.          

Address:           P.O. Box 129 New Lenox           State, Zip Code:           IL, 60451          

Year	Resident			Non-Resident			Mileage (per mile)	
	BLS	ALS-1	ALS-2	BLS	ALS-1	ALS-2	Resident	Non-Res
1	\$1,250.00	\$1,350.00	\$1,450.00	\$1,350.00	\$1,450.00	\$1,500.00	\$15.00	\$15.00
2	\$1,250.00	\$1,350.00	\$1,450.00	\$1,350.00	\$1,450.00	\$1,500.00	\$15.00	\$15.00
3	\$1,250.00	\$1,350.00	\$1,450.00	\$1,350.00	\$1,450.00	\$1,500.00	\$15.00	\$15.00

Describe and detail any additional charges for services:

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