

**A RESOLUTION APPROVING A**  
**EMERGENCY MEDICAL SERVICES**  
**MUTUAL AID AGREEMENT**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain Emergency Medical Services Mutual Aid Agreement by and between the Village of Arlington Heights and certain Illinois municipalities including the Villages of Schaumburg, Elk Grove, Streamwood, Palatine, the City of Rolling Meadows Bartlett Fire District and the Palatine Rural District, to provide emergency medical services mutual aid, is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to execute said Emergency Medical Services Mutual Aid Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of January, 2020.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## Emergency Medical Services Mutual Aid Agreement

### NEW MEMBER STATEMENT

As provided in Subsection 7B of the Emergency Medical Services Agreement dated as of January 1, 2020, (the "Agreement") the Village of Arlington Heights (the "New Member"). requested membership in the Agreement by sending a written request for membership to each current Member. The current Members approved the request.

The New Member has read, and understands, the Agreement. The New Member agrees to abide by all of the provisions of the Agreement and to faithfully discharge the responsibilities of a Member stated in the Agreement. In particular, the New Member pledges that it (A) will comply with all applicable provisions of the Anti-Kickback Statute and the OIG Rule as defined and stated in Section 6 of the Agreement and (B) will heed the provisions of the Anti-Kickback Statute and the OIG Rule regarding safe harbors.

The New Member represents that the person signing this Statement on behalf of the New Member has been properly authorized by the New Member to sign this Statement and to bind the New Member to the provisions of the Agreement.

New Member Name: Village of Arlington Heights

Signature: \_\_\_\_\_

Printed name: Thomas W. Hayes, Village President

Designated Representative: Andrew Larson, Fire Chief

Date: January 21, 2020

#### New Member Representative

The New Member has designated the following person to be its representative:

Name: Andrew Larson

Title: Fire Chief

## EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (this "Agreement") is made as of January 1, 2020, (the "Effective Date") by the following Illinois municipalities: Village of Schaumburg, Elk Grove Village, Streamwood, Bartlett Fire District, Palatine, Palatine Rural and the City of Rolling Meadows. These units of Illinois municipal government, and any additional local governmental entity that is added to this Agreement as provided in Subsection 7B of this Agreement, are referred to collectively as the "Members."

### RECITALS:

WHEREAS, the Members are located geographically near to each other; and

WHEREAS, each Member provides emergency medical services and ambulance transportation services within that Member's boundaries, including residents, businesses, visitors, and all others in need; and

WHEREAS, each Member also provides emergency medical services and ambulance transportation services to any other Member when the other Member seeks assistance; and

WHEREAS, the Members desire to memorialize in this Agreement the standards set forth in this Agreement for mutual aid responses, billing, and other general standards;

NOW, THEREFORE, the Members agree as follows:

#### Section 1, Purpose of Agreement.

The principal purpose of this Agreement is to set forth certain standards for mutual aid responses related to emergency medical and ambulance transportation services, prices, and billing and to assure compliance with Section 1128B(b) of the federal Social Security Act and the current amendments regarding safe harbors promulgated by the Office of the Inspector General of the Department of Health and Human Services.

#### Section 2. Definitions.

"Anti-Kickback Statute" means Section 1128B(b) of the federal Social Security Act.

"Emergency Aid" means emergency medical or transportation services by a Responder.

"Member" means one of the local governmental entities listed at the beginning of this Agreement or added under Subsection 7B of this Agreement.

"Non-Resident" means a Patient who is not a Resident (as "Resident" is defined in this Section),

"OIG" means the Office of the Inspector General of the Department of Health and Human Services.

"OIG Rule" means the current amendments regarding safe harbors promulgated by the OIG. See Section 6 of this Agreement.

"Patient" means a person who has received Emergency Aid by a Responder.

"Rates" See Section 4 of this Agreement.

"Requester" means a Member that has requested Emergency Aid from one or more other Members.

"Resident" means a Patient who maintains his or her primary residence within the corporate limits of the Requester or the Responder.

"Responder" means a Member that is responding, or has responded, to a Requester.

### Section 3. Mutual Aid Service Calls.

A. Requests for Emergency Aid, Any Member may initiate a request to any one or more other Members for Emergency Aid, under any of the following circumstances or any similar circumstances:

- If the available equipment of the Requester is insufficient to respond to an incident under the circumstances.
- If the number of the Requester's available personnel is insufficient to respond to an incident under the circumstances.
- If the equipment and personnel of another Member is located closer to an incident and deployment of that Responder may be beneficial under the circumstances.
- Any other set of circumstances that the Requester and the Responder believe is beneficial under the circumstances.

B. Responses to Requests. Members receiving a request for Emergency Aid will promptly respond to the Requester and provide Emergency Aid as possible and practical under the circumstances.

### Section 4. Rates.

Each Member must provide all other Members the current rates and standards it applies for emergency medical and ambulance transportation services, including without limitation BLS, ALS, and Transportation services (the "Rates"). Each Member also must promptly provide all other Members any changes to its Rates.

Section 5. Billing.

A. Requester's Rates Apply. When a Responder provides Emergency Aid to a Requester, the Responder must apply the Requester's Rates and out-of-pocket costs as if the Requester had provided the Emergency Aid, except as provided in Subsection B of this Section.

B. Exceptions for Responder Residents. If the Responder provides Emergency Aid to a Patient whose primary residence is within the corporate limits of the Responder, then the Responder may apply its Rates for service and its out-of-pocket costs as if the Responder had provided the Emergency Aid within its own boundaries.

Section 6. Compliance with Anti-Kickback Statute and OIG Rule,

Each Member pledges that it will not knowingly or willfully offer, pay, solicit, or receive remuneration in order to induce or reward the referral of business reimbursable under the federal health care programs, and otherwise will comply with all applicable provisions of the AntiKickback Statute and the OIG Rule. Each Member will heed the provisions of the Anti-Kickback Statute and the OIG Rule regarding safe harbors.

Section 7. Member Withdrawal; Additional Members.

A. Withdrawal From Agreement. A Member may withdraw from this Agreement at any time on 14-days' written notice to the current Members.

B. Additional Members. Other Illinois local governmental entities may become Members under this Agreement by (A) sending a written request for membership to each current Member, and (B) written approval of membership by a majority of the current Members, and (C) signing the New Member Statement attached to this Agreement as Exhibit A.

Section 8, Termination of Membership.

If a Member knowingly violates a provision of this Agreement or violates the AntiKickback Statute or the OIG Rule, then the Member may be terminated by a majority vote of the other Members.

Section 9. Term of Agreement.

This Agreement commences on the Effective Date and remains in effect until all current Members determine in writing to terminate this Agreement.

Section 10. Member Representative.

Each Member will designate a representative who has the authority to act on the matters provided in this Agreement.

Emergency Medical Services  
Mutual Aid Agreement

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

City of Schaumburg

Village of

Signature: 

Printed Name: Brian A. Townsend

Designated Rep: Village Manager

December 12, 2019

Date: