

**VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA
ALSO BEING HELD VIA
Teleconference #312.626.6799 Meeting ID# 817 2029 0306
Passcode# 214505
3320 Lewis Avenue, Steger IL 60475**

MONDAY SEPTEMBER 21, 2020 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS – Appointment of Interim Police Chief
- D. MINUTES of September 08 , 2020 Regular Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
 - 1. Administrator
 - 2. Department Heads
 - a. Public Infrastructure/Code Enforcement Director
 - b. Fire Chief
 - c. Police Chief
 - d. EMA Chief
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk
 - 7. Mayor's Report
- G. PAYING OF THE BILLS:
- H. CORRESPONDENCE

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

MONDAY SEPTEMBER 21, 2020 BOARD OF TRUSTEE REGULAR MEETING AGENDA

- I. UNFINISHED BUSINESS:
- J. NEW BUSINESS:

RESOLUTION NO. 1150

**A RESOLUTION AUTHORIZING AND APPROVING A
CERTAIN AGREEMENT BETWEEN THE VILLAGE OF
STEGER AND PARAMEDIC BILLING SERVICES, INC.
FOR THE VILLAGE OF STEGER, ILLINOIS**

Intergovernmental Agreement between "The Illinois Department of Healthcare and Family Services and the Village of Steger"

Consideration of Proposal for Hydrologic and Hydraulic Water Study for both Deer Creek and Thorn Creek Water Shed from Knight Engineer and Architects

Consideration of Service Agreement with AZAVAR Audit Solutions, INC

- K. Adjournment

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MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 8th day of September, 2020 in the Municipal Building of the Village of Steger and via Teleconference that was made available to all residents. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

Village Clerk Joseph M. Zagone, Jr. attending via zoom called the roll. The following Trustees were present, Joyce, Kozy, Lopez, Buxton and Mayor Peterson. Trustees Perchinski and Lopez were present via Zoom. Trustee Skrezyna was absent.

Also present were: Village Administrator Mary Jo Seehausen, Fire Chief Nowell Fillion, Police Chief Patrick Rossi, EMA Chief Tom Johnston and Director of Public Infrastructure Dave Toepper, all via Zoom.

AWARDS, HONORS AND SPECIAL RECOGNITION

None

MINUTES

Trustee Joyce made a motion to approve the minutes of the August 17th meeting as written. Trustee Lopez seconded the motion. Voice vote; all ayes. Motion carried.

AUDIENCE PARTICIPATION

None

REPORTS

Village Administrator Mary Jo Seehausen Paperwork is complete from IDOT on Union Avenue improvements and will be going out for bid. Steger Movie Night is coming up on Friday and has a good response. Dave Toepper share details on setting up the parking lot for Movie Night.

Director of Public Infrastructure Dave Toepper No report.

Fire Chief Nowell Fillion No Report

Police Chief Patrick Rossi No Report.

EMA Chief Tom Johnston No Report

Village Attorney No report.

Treasurer No Report

TRUSTEES' REPORTS

Trustee Buxton No Report

Trustee Skrezyna No Report

Trustee Lopez Announced that due to the Labor Day Holiday, garbage pickup will be one day late this week.

Trustee Kozy No report.

Trustee Perchinski Congratulated Mayor Peterson and his wife Alice on the arrival of their first grandchild.

Trustee Joyce No Report

VILLAGE CLERK No report.

PRESIDENT PETERSON No report.

BILLS

Trustee Joyce made a motion to approve the bills listed. Trustee Kozy seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, and Buxton. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE None

UNFINISHED BUSINESS None

NEW BUSINESS:

Trustee Perchinski made a motion to approve ORDINANCE No. 1241: AN ORDINANCE APPROVING OF AND CONSENTING TO AN APPLICATION BY MANCO PROPERTY MANAGEMENT, LLC FOR A CLASS 8 DESIGNATION RENEWAL PERMIT PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, and Buxton. Mayor Peterson voted aye. Motion carried

Trustee Joyce made a motion to approve ORDINANCE No. 1242: AN ORDINANCE APPROVING OF AND CONSENTING TO AN APPLICATION BY KENNETH KIDD/KDK DECORATORS, LLC FOR A CLASS 8 DESIGNATION PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, and Buxton. Mayor Peterson voted aye. Motion carried

Trustee Lopez made a motion to approve ORDINANCE No. 1243: AN ORDINANCE APPROVING OF AND CONSENTING TO AN APPLICATION BY BASEBALLRACKS.COM, INC. FOR A CLASS 8 DESIGNATION PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, and Buxton. Mayor Peterson voted aye. Motion carried

Trustee Perchinski made a motion to approve the New Business License application for "Deiz Cuts" located at 3121 Chicago Road pending inspections. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, and Buxton. Mayor Peterson voted aye. Motion carried

Trustee Perchinski made a motion to approve the New Business License application for KDK Decorators located at 3147 Louis Sherman Drive pending inspections. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, and Buxton. Mayor Peterson voted aye. Motion carried

Trustee Perchinski made a motion to approve the New Business License application for BaseballRacks.com, Inc. located at 3122-26 Union Avenue pending inspections. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, and Buxton. Mayor Peterson voted aye. Motion carried

There being no further business,

Trustee Joyce made a motion to adjourn the meeting. Trustee Buxton seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 7:18 pm.

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

DATE: 09/17/20

WARRANT LIST
REGISTER # 965
Thursday September 17, 2020

TIME: 09:01 [NW2]

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
STEGER POLICE PENSION FUND	PR082820-10-196	01-00-15401			POLICE PENSION	3580.07	
GUARANTEED TECHNICAL SERV & CONSULT INC	2020-00364	01-00-32901			MAINT COMPUTER	1141.06	
COMED	08014 083120	01-00-33100			ELECTRIC	16.33	
COMED	34133 090120	01-00-33100			ELECTRIC	27.15	
NICOR GAS	0319 6090820	01-00-33200			HEAT	128.54	
NICOR GAS	5283 8 090820	01-00-33200			HEAT	19.50	
CINTAS CORPORATION LOCKBOX	5030294514	01-00-33500			SHOP SUPPLIES	42.51	
ABSOLUTE BEST CLEANING SERVICES, INC.	13427	01-00-33502			CLEANING SERVICE	600.00	
QUADIENT FINANCE USA, INC.	32681 090320	01-00-33600			POSTAGE	645.77	
COMCAST BUSINESS	107422045	01-00-33700			TELEPHONE	440.20	
COMCAST	81708 090120	01-00-33700			TELEPHONE	69.38	
VERIZON WIRELESS	9862120875	01-00-33700			TELEPHONE	335.08	
COMCAST	81708 090120	01-00-33701			CABLE	140.89	
T & T BUSINESS SYSTEMS, INC.	104830	01-00-33901			RENTAL EQUIPMENT	141.00	
GW & ASSOCIATES, PC	2009575	01-00-34500			CONSULTING AUG 20	3500.00	
EIGHNER'S FLOWERS-GIFTS	36975 083120	01-00-38900			FLOWERS VINES	125.00	
EIGHNER'S FLOWERS-GIFTS	36975 083120	01-00-38900			FLOWERS SHERMAN	125.00	
METROPOLITAN MAYORS CAUCUS	2019-242	01-00-38901			CAUCUS DUES	430.65	
MUNICIPAL CLERKS OF S/W SUBURBS	090120	01-00-38901			DUES	30.00	
PROSHRED SECURITY	990065561	01-00-38917			SHREDDING DISPOSAL	45.00	
TOTAL FOR FUND 01		DEPT. 00				11583.13	
ANDREWS PRINTING	66965	01-01-33400			PRINTING SUPPLIES	124.00	
TOTAL FOR FUND 01		DEPT. 01				124.00	
DRISCOLL, BRIAN	2019-08	01-06-34550			HEARING OFFICER	200.00	
MUNICIPAL SYSTEMS, INC	19499	01-06-34901			C-TICKET EXPENSES	681.25	
TOTAL FOR FUND 01		DEPT. 06				881.25	

DATE: 09/17/20

A / P W A R R A N T L I S T
REGISTER # 965
Thursday September 17, 2020

SYS TIME: 09:01
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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
VERIZON WIRELESS	9862120875					
DRISCOLL, BRIAN	2019-08	01-07-33700		TELEPHONE	85.28	
MUNICIPAL SYSTEMS, INC	19498	01-07-34550		HEARING OFFICER	200.00	
		01-07-34902		ADMIN BLDG CODE	432.00	
TOTAL FOR FUND 01		DEPT. 07			717.28	

NICOR GAS	0319 6090820	01-20-33200		HEAT GAS	128.54	
NICOR GAS	1000 9 090320	01-20-33200		GAS	35.42	
PROVEN BUSINESS SYSTEMS	731294	01-20-33500		OFFICE SUPPLIES	12.00	
ACE HARDWARE IN STEGER	AUGUST STMT	01-20-33501		SHOP SUPPLIES	14.36	
CINTAS CORPORATION LOCKBOX	5030294514	01-20-33501		SHOP SUPPLIES	42.52	
VERIZON WIRELESS	9862120875	01-20-33700		TELEPHONE	159.78	
AIRGAS USA LLC	9973221592	01-20-33702		AMBULANCE SUPPLIE	118.24	
OSBY WATER CONDITIONING	09012020	01-20-33703		RENTAL EQUIPMENT	63.76	
ZOLL	INV00068938	01-20-33703		MAINT CONTRACTS	300.00	
METRO PARAMEDIC SERVICES INC.	020-01570	01-20-34250		AMBULANCE SERVICE	22808.58	
TOTAL FOR FUND 01		DEPT. 20			23683.20	

SOUTH HOLLAND PAPER CO.	474005	01-40-31100		MAINT BUILDING	22.77	
JAMES HERR & SONS	112964	01-40-31805		MAINT VEHICLES	45.76	
POMP'S TIRE SERVICE INC.	0410785000	01-40-31805		MAINT VEHICLES	281.48	
SOUTH HOLLAND PAPER CO.	474982	01-40-32900		MAINT OTHER	20.69	
NICOR GAS	1000 5 090320	01-40-33200		HEAT GAS	136.49	
GARVEY'S OFFICE PRODUCTS	PINV1965125	01-40-33500		OFFICE SUPPLIES	269.35	
GARVEY'S OFFICE PRODUCTS	PINV1970657	01-40-33500		OFFICE SUPPLIES	156.18	
ABSOLUTE BEST CLEANING SERVICES, INC.	13427	01-40-33502		CLEANING SERVICE	600.00	
COMCAST	75247 090320	01-40-33700		TELEPHONE	103.39	
COMCAST	94774 090620	01-40-33700		TELEPHONE	298.06	
TECHNOLOGY MANAGEMENT REV FUND	T2102548	01-40-33700		TELEPHONE	5.00	

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EXPENDITURE LIST
REGISTER # 965
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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
VERIZON WIRELESS	9862120875	01-40-33700			TELEPHONE	696.24	
COMCAST	75247 090320	01-40-33701			CABLE	144.95	
COMCAST	95698 090620	01-40-33701			CABLE	199.74	
MOTOROLA SOLUTIONS-STARCOM	5202120200803	01-40-33702			RADIO SERVICE	1386.00	
CINTAS CORPORATION LOCKBOX	5030294509	01-40-33900			SUPPLIES SERVICES	85.57	
KIESLER'S POLICE SUPPLY INC.	IN145144	01-40-33902			AMMUNITION TARGET	194.35	
THE EAGLE UNIFORM COMPANY INC	4887	01-40-37302			NEW UNIFORM BOOTS	130.00	
PRI MANAGEMENT GROUP	091520	01-40-38400			EMPLOYEE TRAINING	149.00	
LEXISNEXIS RISK SOLUTIONS	1213944-2020083	01-40-38901			DUES SUBSRIPTIONS	150.00	
TOTAL FOR FUND 01		DEPT. 40				5075.02	
VERIZON WIRELESS	9862120875	01-42-33700			TELEPHONE	20.18	
TOTAL FOR FUND 01		DEPT. 42				20.18	
HENRY SCHEIN	81584795	01-75-33550			MEDICAL SUPPLIES	405.04	
TOTAL FOR FUND 01		DEPT. 75				405.04	
TOTAL FOR FUND 01						42489.10	
COMED	19001 090320	03-30-33100			ELECTRIC	79.20	
NICOR GAS	41000 4 090920	03-30-33200			HEATING	129.68	
KONICA MINOLTA BUSINESS SOLUTIONS	9007106582	03-30-33703			MAINT CONTRACTS	36.61	
SMITHEREEN COMPANY	2290291	03-30-33703			MAINT CONTRACTS	61.00	
SUBURBAN LANDSCAPING	111492	03-30-33703			AUG MAINT SERVICE	385.00	
SUBURBAN LANDSCAPING	111636	03-30-33703			SEPT MAIN CONTRAC	385.00	
ADT COMMERCIAL LLC	29557 092020	03-30-33704			SECURITY SYSTEM	52.04	
ADT COMMERCIAL LLC	29599 090320	03-30-33704			SECURITY SYSTEM	36.21	
TOTAL FOR FUND 03		DEPT. 30				1164.74	

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
COMED	66000 090120		03-31-33100		ELECTRIC	138.47	
COMED	82008 083120		03-31-33100		ELECTRIC	99.29	
NICOR GAS	1000 4 090920		03-31-33200		HEATING	42.09	
TOTAL FOR FUND 03			DEPT. 31			279.85	
TOTAL FOR FUND 03						1444.59	

EXCEL ELECTRIC INC 124688			06-00-31504		MAINT MAINS	330.00	
CORE & MAIN M954865			06-00-31504		MAINT MAINS	184.00	
CORE & MAIN M954868			06-00-31504		MAINT MAINS	450.00	
MARTIN IMPLEMENT SALES INC E08677			06-00-31800		MAINT TOOLS WORK	1754.00	
T.R.L. TIRE SERVICE CORP 273509 273520			06-00-31805		MAINT VEHICLES	116.00	
COMED	52003 091020		06-00-33100		ELECTRIC	55.40	
COMED	76056 091020		06-00-33100		ELECTRIC	1074.99	
COMED	80004 090120		06-00-33100		ELECTRIC	29.52	
NICOR GAS	67036 091020		06-00-33101		ELECTRO	852.09	
NICOR GAS	0316 8 090920		06-00-33200		HEATING	38.56	
NICOR GAS	1000 1 090920		06-00-33200		HEATING	38.56	
NICOR GAS	1000 3 090820		06-00-33200		HEATING	246.87	
ACE HARDWARE IN STEGER	59283510002 090		06-00-33200		HEATING	38.60	
CINTAS CORPORATION AUGUST STMT LOCKBOX	503029438		06-00-33501		SHOP SUPPLIES	29.28	
HINCKLEY SPRINGS	17155979 090920		06-00-33501		SHOP SUPPLIES	101.08	
MENARDS - MATTESON	32593		06-00-33501		SHOP SUPPLIES	51.14	
MENARDS - MATTESON	33029		06-00-33501		SHOP SUPPLIES	225.72	
USA BLUE BOOK	346573		06-00-33501		SHOP SUPPLIES	61.86	
VERIZON WIRELESS	9862120875		06-00-33700		SHOP SUPPLIES	495.64	
JOHNSON CONTROLS SECURITY SOLUTIONS	34820401		06-00-33704		TELEPHONE	338.00	
JOHNSON CONTROLS SECURITY SOLUTIONS	34820402		06-00-33704		SECURITY SYSTEM	226.68	
					SECURITY	253.36	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
REPUBLIC SERVICES #721 0721006576414		06-00-33710			GARBAGE CONTRACT	61953.11	
REPUBLIC SERVICES #721 0721006577099		06-00-33710			GARBAGE CONTRACT	90.00	
WATER SOLUTIONS UNLIMITED 38305		06-00-33907			CHEMICALS	7858.84	
GW & ASSOCIATES, PC 2009575		06-00-34400			CONSULTING AUG 20	3500.00	
TOTAL FOR FUND 06		DEPT. 00					
TOTAL FOR FUND 06						80393.30	

80393.30

T.R.L. TIRE SERVICE CORP 273509 273520		07-00-31805			MAINT VEHICLES	116.00	
ACE HARDWARE-CRETE 167730		07-00-33501			SHOP SUPPLIES	159.95	
ACE HARDWARE IN STEGER AUGUST STMT		07-00-33501			SHOP SUPPLIES	504.66	
CINTAS CORPORATION LOCKBOX 503029438		07-00-33501			SHOP SUPPLIES	101.08	
HINCKLEY SPRINGS 17155979 090920		07-00-33501			SHOP SUPPLIES	51.13	
MENARDS - MATTESON 33029		07-00-33501			SHOP SUPPLIES	61.86	
COMCAST 72327 090120		07-00-33700			SHOP SUPPLIES	84.83	
COMCAST 72327 090120		07-00-33701			TELEPHONE	96.36	
TOTAL FOR FUND 07		DEPT. 00					
TOTAL FOR FUND 07						1175.87	

1175.87

EXCEL ELECTRIC INC 124686		08-00-31400			MAINT STREET LIGH	5717.24	
EXCEL ELECTRIC INC 124687		08-00-31400			MAINT STREET LIGH	2522.68	
EXCEL ELECTRIC INC 124689		08-00-31400			MAINT STREET LIGH	4244.04	
COMED 22049 083120		08-00-33102			ELECTRIC	136.70	
COMED 24002 090120		08-00-33102			ELECTRIC	96.05	
COMED 73007 083120		08-00-33102			ELECTRIC	163.88	
COMED 80004 083120		08-00-33102			ELECTRIC	25.15	
COMED 81001 83120		08-00-33102			ELECTRIC	29.23	
COMED 84103 091120		08-00-33102			ELECTRIC	1646.27	

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TOTAL FOR FUND 08 DEPT. 00 14581.24

TOTAL FOR FUND 08 14581.24

VERIZON WIRELESS
9862120875 16-00-33700 TELPHONE 115.20

TOTAL FOR FUND 16 DEPT. 00 115.20

TOTAL FOR FUND 16 115.20

KANE MC KENNA AND ASSOCIATES INC 20-00-34400 PROFESSIONAL SERV 175.00
17378
KANE MC KENNA AND ASSOCIATES INC 20-00-34400 PROFESSIONAL SERV 2161.25
17379
KANE MC KENNA AND ASSOCIATES INC 20-00-34400 PROFESSIONAL SERV 202.50
17380

TOTAL FOR FUND 20 DEPT. 00 2538.75

TOTAL FOR FUND 20 2538.75

KANE MC KENNA AND ASSOCIATES INC 21-00-34400 PROFESSIONAL SERV 192.50
17379
KANE MC KENNA AND ASSOCIATES INC 21-00-34400 PROFESSIONAL SERV 202.50
17380

TOTAL FOR FUND 21 DEPT. 00 395.00

TOTAL FOR FUND 21 395.00

KANE MC KENNA AND ASSOCIATES INC 22-00-34400 PROFESSIONAL SERV 192.50
17379
KANE MC KENNA AND ASSOCIATES INC 22-00-34400 PROFESSIONAL SERV 202.50
17380

TOTAL FOR FUND 22 DEPT. 00 395.00

TOTAL FOR FUND 22 395.00

KANE MC KENNA AND ASSOCIATES INC 23-00-34400 PROFESSIONAL SERV 192.50
17379

DATE: 09/17/20

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
KANE MC KENNA AND ASSOCIATES INC 17380		23-00-34400			PROFESSIONAL SERV	202.50	
TOTAL FOR FUND 23		DEPT. 00				395.00	
TOTAL FOR FUND 23						395.00	
KANE MC KENNA AND ASSOCIATES INC 17379		26-00-34400			PROFESSIONAL SERV	192.50	
KANE MC KENNA AND ASSOCIATES INC 17380		26-00-34400			PROFESSIONAL SERV	202.50	
TOTAL FOR FUND 26		DEPT. 00				395.00	
TOTAL FOR FUND 26						395.00	

** TOTAL CHECKS TO BE ISSUED		144318.05
01 CORPORATE		42489.10
03 PLAYGROUND/RECREATION		1444.59
06 WATER/SEWER FUND		80393.30
07 ROAD & BRIDGE		1175.87
08 MOTOR FUEL TAX		14581.24
16 H.S.E.M.		115.20
20 TIF #1 (WILL TIF #1)		2538.75
21 TIF #2 (COOK TIF #1)		395.00
22 TIF #3 (COOK TIF #2)		395.00
23 TIF #4 (WILL TIF #2)		395.00
26 TIF #5 (WILL/COOK TIF #3)		395.00
TOTAL FOR REGULAR CHECKS:		140,737.98
TOTAL FOR DIRECT PAY VENDORS:		3,580.07

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
A/P MANUAL CHECK POSTING LIST

PAYABLE TO	INV NO	REG NO G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
NSA INDIANA		820	09/09/20	11400	
USSSA	18U & 16U BLACK	13-53-38903	09/09/20	14&16U BLACK LET	950.00
	14U FALL BRAWL	13-53-38903	09/09/20	FALL BRAWL SOFTBA	630.00
TOTAL FOR FUND 13		DEPT. 53			1580.00
TOTAL FOR FUND 13					1580.00
** TOTAL MANUAL CHECKS LISTED					1580.00
** TOTAL OF ALL LISTED CHECKS					145898.05

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

2021-20-____

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and _____, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act") and Section 2-32-030 of the Municipal Code of Chicago, hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

- 1.01 **Background.** Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.
- 1.02 **Purpose.** In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.
- 1.03 **Definitions**
- (a) **Agent** means Managed Care Organizations and Administrative Services Organizations.
 - (b) **ALS** means Advanced Life Support billed under CPT Code A0427.
 - (c) **BLS** means Basic Life Support billed under CPT Code A0429.
 - (d) **Base Rate** means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2019.
 - (e) **Covered Ambulance Services or Services** means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
 - (f) **Interim Rate** means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
 - (g) **Medical Programs** means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
 - (h) **Quarterly Invoice** means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
 - (i) **Rate Year** means calendar year.

**ARTICLE II
INTERGOVERNMENTAL TRANSFER**

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

**ARTICLE III
INTERIM RATES FOR SERVICES**

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

**ARTICLE IV
TERM**

4.01 Term. This Agreement shall commence January 1, 2021, provided Provider's Cost Report was received by the Department on or before October 1, 2020, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

**ARTICLE V
TERMINATION**

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

**ARTICLE VI
MISCELLANEOUS**

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

INTERGOVERNMENTAL AGREEMENT

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: _____

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____

RESOLUTION NO. 1150

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
)
)
)
AND WILL)

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN
AGREEMENT BETWEEN THE VILLAGE OF STEGER AND PARAMEDIC
BILLING SERVICES, INC. FOR THE VILLAGE OF STEGER, ILLINOIS.**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the President and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have and do hereby determine that it is necessary, advisable and in the best interests of the Village and its residents to contract with a third-party to provide certain billing services (the "Services") for the Village's fire, ambulance, and certain other services; and

WHEREAS, there exists an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which Paramedic Billing Services, Inc. ("PBS") has offered to perform the Services; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to retain PBS to provide the Services to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

ARTICLE I. IN GENERAL

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement whereby PBS will provide the Services to the Village and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

ARTICLE II. AUTHORIZATION

SECTION 3: Authorization.

The Village Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement, or any modification thereof, and to ratify any

and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith. In addition to the foregoing, the President or his designee is hereby given the authority to enter into any and all additional agreements and undertake any additional obligations in conformity therewith.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for

herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: Publication.

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2020.

Joseph M. Zagone, Jr., Village Clerk

PASSED this ___ day of _____, 2020.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:



**PARAMEDIC BILLING SERVICES, INC.
BILLING AGREEMENT
FOR**

Submitted By:

Firm Name: PARAMEDIC BILLING SERVICES, INC.
Address: 395 W. Lake Street, Elmhurst, Illinois 60126
Telephone: (630) 903-2372
Fax Number: (630) 903-2869
Contact: Thomas Deegan

2020

SCOPE OF SERVICES

The primary function of PARAMEDIC BILLING SERVICES, INC. pursuant to this Agreement is to bill individuals or entities on behalf of the Village of Steger for fire, ambulance, or other services authorized under VILLAGE OF STEGER's ordinances and to collect funds directly from individuals, entities, guarantors, or third party payers, as applicable, for these services. PARAMEDIC BILLING SERVICES, INC. will be using information for billing processes from the official ambulance, fire or other reports submitted by the VILLAGE OF STEGER to PARAMEDIC BILLING SERVICES, INC.

**BILLING AGREEMENT
FOR**

THIS AGREEMENT made and entered into between the VILLAGE OF STEGER (hereinafter referred to as "Client"), located at 3320 Lewis Ave. Steger, IL 60475 and Paramedic Billing Services, Inc. (hereinafter referred to as "PBS"), located at 395 W. Lake Street, Elmhurst, IL 60126 each a "Party" and collectively "Parties" effective on the date of execution of the Agreement by Client.

WITNESSETH:

WHEREAS, Client provides fire, ambulance, or other services authorized under Client's ordinances (hereinafter "Services") for the residents of its community and the surrounding community (hereinafter "Recipients");

WHEREAS, PBS is in the business of billing for Services; and

WHEREAS, Client and PBS desire that PBS handle all of the billing functions for Services provided by Client.

NOW, THEREFORE, in consideration of the mutual recitals and the promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both Client and PBS, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.
2. Incorporation of Attachments. All appendixes attached to this Agreement shall be incorporated and made part of the Agreement as if fully set forth in the Agreement.
3. Procedures. PBS shall prepare all bills and claim forms for Services provided by Client. Billing procedures shall be in accordance with the procedures set forth in the attached Appendix A. PBS shall send bills and claim forms to third party payers and/or to Recipients/Recipient guarantors, as appropriate. Client shall report all collections and Explanation of Benefits ("EOBs") to PBS on a timely basis, as provided in the attached Appendix A.
4. Reliance. In the performance of this Agreement, Client will provide PBS information and documentation in order for PBS to provide billing services for the Client. PBS, and PBS' employees, officers, and consultants, shall be entitled to rely upon, and shall be fully protected in relying upon, such information and documentation provided by Client to PBS in the performance of this Agreement.
5. Billing Guidelines. PBS shall prepare all bills and claim forms for Services provided by Client pursuant to the Billing Guidelines set forth in the attached Appendix B.

6. Ground Emergency Medical Transport ("GEMT") Reimbursement Program. PBS shall provide Client a GEMT Reimbursement Program, by subcontracting with a Certified Public Accounting firm (herein referred to as "Consultant") to provide a GEMT cost report and submission thereof on behalf of the Client, as further detailed in Appendix C. PBS' use of a Consultant shall not release PBS from any duty or liability to fulfill PBS' obligations under this Agreement.
7. Lockbox Account. Funds collected for Client by PBS shall be maintained in an account at a bank designated by Client and in the name of the Client.
8. Reports and Accounting. On or before the 15th day of each month that this Agreement is in effect, PBS shall provide Client with an accounting of all sums collected during the previous month, indicating the name of the Recipient, the date of service, the amount billed and the amount collected. Upon request, PBS shall provide Client with additional information that is reasonably required to verify the accuracy of the accounting.
9. Administration. PBS, PBS' Consultant, shall be responsible for processing all documentation, as required under federal, state, and local law, regulation or guidance. If this Agreement or any documentation prepared in accordance with this Agreement is subject to or requested by any governmental agency, PBS, or PBS' Consultant, shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Client, to the extent such notice is permitted by law or the applicable agency. If PBS, or PBS' Consultant, receives any legal notices, demands, subpoenas, or summons in regard to this Agreement, to the extent allowed under law and deemed advisable by PBS, or PBS' Consultant, counsel, PBS shall notify Client and give Client the opportunity to review and assist in a response. PBS, and PBS' Consultant, shall keep adequate records at PBS's, or PBS' Consultant's, principal place. Client and its agents shall have the right to inspect such records and shall be given access to such records upon reasonable notice and at any reasonable time upon Client's request. This provision shall survive the termination of this Agreement. PBS, and PBS' Consultant, shall preserve such books and records for the legally required time period.
10. Programming. PBS shall provide a separate and complete Accounts Receivable program within PBS's computer billing system for the exclusive purpose of collections for Client.
11. Guidelines. Client shall provide to PBS guidelines for sending the bills and claims. Client shall provide to PBS or authorize PBS to receive all information necessary to issue bills or claims.
12. Fees.
 - a. Client shall pay PBS a fee of five percent (5%) for all payments collected based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to Client. When PBS sends claims to a third-party collection agency, Client shall pay the collection agency fee in addition to the fee due to PBS per this section. Client agrees to provide PBS with notice and documentation of any payments directly received by it within ten (10) calendar days of receipt of said payment.

- b. GEMT Reimbursement Program. Client shall pay PBS a fee of 11% for all payments collected based on the payments received from the GEMT Reimbursement Program.
- i. PBS shall issue invoices on or before the 15th (fifteenth) day of each month for fees collected in the preceding month; if the 15th falls on a weekend or holiday, invoices shall be issued the next business day. Client agrees to pay each invoice within forty-five (45) calendar days.
13. Billing in Name of Client. All the billing for Services shall be in the name of the Client and on its behalf, including indemnification from third-party payers.
14. Term. This Agreement shall commence as of the date of the execution of the Agreement by the Client and shall continue for three (3) years (hereinafter referred to as the "Initial Term") unless sooner terminated pursuant to this Agreement. This Agreement shall automatically renew for additional one year terms pursuant to the same terms and conditions set forth herein, except as otherwise agreed to by the Parties, unless sooner terminated by the Parties.
15. Termination for Cause. Either Party shall have the right to terminate this Agreement immediately upon the filing of a petition of bankruptcy, assignment for the benefit of creditors or the issuance of a cease and desist order or other action by any appropriate state, federal or local governmental agency or court of competent jurisdiction, which prohibits or threatens to prohibit, in whole or in part, either Party from performing the services required under this Agreement.
16. Termination Without Cause. Termination of this Agreement by either Party for any reason will be effective with sixty (60) calendar days prior written notice. The Parties agree that the termination will only apply to the receipt of new accounts by Client. PBS will continue its efforts in collecting Recipient accounts already in its possession. PBS will also continue its efforts in collecting Recipient accounts already placed with any external agency. PBS shall assess a fee and pass on any collection agency fees as outlined in Section 11, "Fees", on any amounts paid to Client for payment of a claim placed with any external agency regardless of whether the fee was directly obtained by the external agency.
17. Protection of Recipient Information. All records relating to Services rendered by Client, including but not limited to protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments thereto, such as claims and run reports, shall be and remain the sole property of Client. PBS shall comply with all applicable laws and regulations relating to Recipient confidentiality including but not limited HIPAA and shall not use or further disclose confidential information or PHI other than as permitted or required by this Agreement, by law, or by the Business Associate Agreement attached hereto as Appendix C.

18. Confidentiality. Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party any and all trade secrets, confidential information, material, tangible items, or written information supplied by the disclosing Party. The obligations of this Section will survive the termination or expiration of this Agreement.
19. Relationship of the Parties. Notwithstanding anything to the contrary in this Agreement or elsewhere, PBS is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client's employees. No one connected with PBS, except in writing signed by the director of PBS has any right, power or authority to act or create any obligation or binding promises or agreements, express or implied except as specifically outlined herein.
20. Publicity. Neither party shall without the prior written consent of the other Party: (a) refer to, identify, or use the name or any trade name or trademark of the other Party or any of its employees in any advertising or communications in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the other or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of each Party or any of its employees.
21. Payments to Third Parties. PBS shall comply with all federal, state, and local law, regulation or guidance regarding political donations and charitable contributions.
22. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties in regard to the subject matter hereof and supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; this Agreement is not subject to modification, alteration or amendment except by further written agreement signed by all Parties.
23. Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be assignable by either Party without the prior written consent of the other Party that shall not be unreasonably withheld.
24. Non-Waiver. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted.
25. Severability. If any portion of this Agreement is determined to be invalid by law or court interpretation: (1) the court or other tribunal may "blue pencil" or revise said portion so

that it is enforceable to the fullest extent permitted by law; (2) the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties; or (3) if revision is deemed impermissible, that portion shall be removed from this Agreement. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement shall remain in full force and effect.

26. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law principals. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal, state, and local law, regulation, or guidance. The Parties hereby agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the state courts located in Illinois, or in the federal district court located at Illinois Northern District Court to the extent permitted by law and a Party elects to file an action in federal court. The Parties hereby waive all objections to personal jurisdiction, venue, and forum non-conveniens.

27. Compliance with Law. Notwithstanding any other provision in this Agreement to the contrary, both Parties remain exclusively responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local law, regulation, or guidance.

28. No Third-Party Beneficiaries. It is the explicit intent of the Parties hereto that no person or entity other than the Parties hereto, except assignees as contemplated in Section 22, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties hereto.

29. Notices. All notices that are required hereunder, of which either Client or PBS may desire to serve upon the other Party, shall be in writing, personally delivered, sent by certified mail, return receipt requested, with postage prepaid, or by a recognized overnight carrier, to the Parties at the following address, (or at such other or further addresses as the Parties may hereafter designate by like notice similarly sent). Notices shall be deemed received upon receipt (if personally delivered), two (2) business days after deposit in the United States Mail (if mailed), or one business day after deposit with a recognized overnight carrier. If either Party chooses to use a recognized overnight carrier to deliver such notice, then the notice shall be by restricted delivery and only the person or persons listed below are the authorized signatories:

If to Client:

If to PBS:

David B. Hill, III, President
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

With a copy to:

Tom Deegan
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

30. Subpoenas and Records Requests. PBS shall charge and retain fees as allowed under applicable federal, state, and local law, regulation or guidance for reproduction of medical records upon valid request. PBS, or PBS's Consultant, shall charge Client a court appearance fee for the actual cost for each instance that a PBS, or PBS' Consultant, or employee is required to appear in court or at a deposition in any action related to the collection of a fee for Client.
31. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
32. Billing Guidelines. PBS, in its sole discretion, shall make all billing decisions, including, but not limited to, decisions on the level of service billed and determination of medical necessity. Such decisions shall be made based on the guidelines, policies and regulations issued by Medicaid, Medicare, or other third party payer.
33. Signature. It is the responsibility of Client (when Client's employees are providing Services) to obtain the signature of the Recipient or verification that it could not be obtained for assignment of benefits forms, and any other documents required by Medicaid, Medicare, or a third party payer (for purposes of this paragraph collectively "Payer") for any purpose including but not limited to establishing medical necessity. Client shall (a) submit to PBS all signatures necessary to properly bill Payers or (b) verification that signatures could not be obtained. Upon receipt of the necessary signatures or verification, PBS shall bill the Payer. PBS shall send Client a list of accounts requiring signatures or verification. PBS shall also send an invoice to the Recipient containing a signature form notifying the Recipient that the signature form must be completed and sent to PBS in order for PBS to bill a Payer and that absent receipt, Recipient is responsible for payment.
34. Notice of Privacy Practice. It is the responsibility of Client to comply with the HIPAA Privacy Rule's Notice of Privacy Practices for Protected Health Information (45 CFR 164.520).
35. Overpayments. In the event there are any overpayments due to third party payers based on Client's acts or omissions or for which PBS is otherwise not responsible (e.g. Client not obtaining signatures as required per Section 32 or Client not complying with the law as required in Section 35), PBS shall not assume any responsibility or liability for the overpayment and PBS shall keep the fees described in this Agreement.
36. Compliance with Law. It is the responsibility of Client (when Client's employees are providing Services) to ensure compliance with local, state, and federal rules, statutes, and sub-regulatory guidance including but not limited to ensuring: i) crew are

appropriately licensed and certified, ii) crew are not excluded from participation in federally funded healthcare programs, and iii) Services are appropriately documented.

37. Contract Interpretation. Each Party and its counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against any Party.
38. Non-Solicitation. The Parties agree not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of the Parties' employees to perform like services for the duration of this Agreement unless mutually agreed by the Parties.
39. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
40. Authority. PBS and Client represent that this Agreement is executed in accordance with the requirements of their respective organizations.
41. Screenings. The Office of the Inspector General ("OIG") of the Department of Health and Human Services ("HHS") has the authority to exclude individuals and entities from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act. The OIG maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities ("LEIE"). Exclusion databases are also maintained by state agencies that oversee the State Medicaid Program and by the U.S. General Services Administration. Any health care entity or healthcare billing entity that hires or contracts with an individual or entity excluded from federally funded health care programs ("Excluded Person") may be subject to civil monetary penalties (CMP). To avoid exclusion and CMP liability, parties to health care contracts that involve the Medicare/Medicaid claim development and submission process and other processes affecting compliance with federal or state law need to routinely check exclusion lists to ensure that new hires, current employees, vendors, and subcontractors are not Excluded Persons. The primary effect of hiring or having an employee who is an Excluded Person or contracting or subcontracting with an Excluded Person is that no payment will be provided for any items or services furnished, ordered, or prescribed by the Excluded Person.
1. Both Parties represent and warrant that they, their new hires, current employees, vendors, and subcontractors are not excluded from, or proposed for exclusion from, participation in, and are not otherwise ineligible to participate in, a "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section).
 2. Each Party shall not knowingly employ or contract with any individual or entity that has been excluded from or barred from participation in any Federal Healthcare Program.

3. Each Party shall be responsible for conducting a background screening at least annually or as otherwise required by law for their new hires, employees, vendors and subcontractors which shall minimally include:

i. OIG List of Excluded Individuals/Entities available at:
<http://oig.hhs.gov/exclusions/exclusionslist.asp>.

ii. Any exclusion database maintained by the state agency that oversees the State Medicaid Program.

iii. The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.

iv. An appropriate source for a state or local background check (e.g. State Bureau of Criminal Apprehension, Bureau of Investigation, local Sheriff's Department).

4. Each Party shall immediately, but no later than three (3) business days, disclose to the other any results of the background screening that may impact the Medicare/Medicaid or other government healthcare claim development and submission process and other processes affecting compliance with federal or state healthcare law.

5. Whether or not such notice is given, each Party may immediately terminate this Agreement without penalty or any other amounts owing as a result of such termination.

6. If either Party's failure to conduct a routine check or make a notification as provided herein impacts reimbursement under this Agreement or causes the OIG to assess CMP which impacts the other Party under this Agreement, the Party that was responsible for and failed to conduct the check or make the notification shall be responsible to the extent permitted by law (i) for reimbursing the other Party for services provided under this Agreement and (ii) for reasonable costs associated with any OIG inquiries and investigations related thereto.

42. Limitation of Liability. Unless otherwise stated in this Agreement, the aggregate liability of PBS for claims relating to this Agreement, shall not exceed the amount paid by Client to PBS in the twelve month period preceding the date the claim arose, provided, however, that such limit shall not apply to: (a) claims arising out of a Party's, or such Party's employees', vendors', or agents', willful or intentional misconduct; (b) personal bodily injury or death or physical property damage; (c) taxes assessed against one Party that are the responsibility of the other Party; (d) a Party's infringement of any Intellectual Property belonging to a third party; and/or (e) payments for Services rendered prior to termination of this Agreement.

43. Indemnification. It is expressly understood and agreed that each Party shall to the extent

permitted by law, defend, indemnify, save, and hold harmless the other, its parent corporations, affiliates, subsidiaries, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from this Agreement or the other party's present and former agents, officers, volunteers, and employees attributable to gross negligent acts or omissions of the other Party, its agents, officers, and employees while engaged in the performance of duties under this Agreement, provided that no Party shall have any obligation under this section with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this section. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party; (b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the Party providing such indemnification.

Notwithstanding anything to the contrary contained herein, in the event of an error or omission in the performance of services, Client's sole remedy is re-performance of the services by PBS at no additional cost. Client acknowledges that, if applicable, audits of its records may periodically result in potential recoupment of overpayments by a third-party in connection with services provided by Client. Client agrees that in no event will any potential recoupment, arising out of or in connection with the services provided by PBS under this Agreement be deemed damages caused by PBS. Any such recoupment of overpayments, including associated costs and expenses, incurred shall be the sole responsibility of Client.

Each Party also agrees to indemnify and hold each other harmless for any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Client, PBS, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to Illinois Local Government Tort Immunity Act that may be applicable to the

Client or PBS. To the extent that indemnification is available and enforceable, the parties or their respective insurers shall not be liable to in indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either party be required to indemnify the other for its own negligent or intentional conduct.

For purposes of any defenses or immunities to claims and liabilities to third parties that the Client and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, PBS will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their seal this ____ day of _____, _____

CLIENT

PARAMEDIC BILLING SERVICES, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Michael Tillman

Its: _____

Its: Vice President

APPENDIX A

Billing Procedures

1. PARAMEDIC BILLING SERVICES, INC. (PBS) shall provide electronic billing to all governmental and commercial carriers, where available. Otherwise, PBS shall provide paper billing on behalf of Client.
2. PBS will bill any and all appropriate government or commercial third party payers as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
3. PBS will invoice all Recipients/Recipient guarantors as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
4. PBS shall issue invoices on a billing form specific for Client.
5. PBS shall bill for Client's services in accordance with those rates determined by the Client or as required by the appropriate federal, state, or local law, regulation, or guidance. Client shall provide PBS with current rates. For any rate changes that may be implemented, Client shall immediately provide PBS with written notice of the rate changes.
6. Invoicing/collection activities will be conducted on the following schedule:
 - a. Immediate first steps:
 - i. First phone call verifies relevant insurance information.
 - ii. Medicaid/Medicare/government healthcare program reimbursement verified.
 - iii. Internet service verified for third party insurance.
 - b. Except as otherwise required by law, invoicing for Recipients with no insurance identified or for which insurance billing is not applicable:
 - i. First invoice mailed within five business days after receipt of case source data.
 - ii. Second invoice mailed 30 calendar days after first invoice.
 - iii. First courtesy call 10 business days after second invoice.
 - iv. Third invoice mailed 30 calendar days after second invoice.
 - v. Follow up call 10 business days after third invoice.
 - vi. Collection letter 30 calendar days after third invoice.
 - vii. Follow up call 5 business days after collection letter.
 - viii. If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
 - c. Except as otherwise required by law, invoicing for Recipients with insurance identified:

- i. Claim submitted to insurance carrier within five business days after receipt of case source data.
 - ii. If no payment is received within 45 calendar days from claim submission, an invoice will be sent to Recipient with message stating that there has been no payment or correspondence from their insurance carrier, and to please give the insurance carrier a call.
 - iii. If Recipient is a resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established and the account remains unpaid after the billing cycle has been completed, the account balance is written off.
 - iv. If Recipient is a non-resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
- d. If an insurance payment is received on behalf of the Recipient for the service and a balance is remaining, PBS shall send its first invoice within five business days after receipt of the insurance payment, and follow up in accordance with the schedule set forth in 6c above.
- e. PBS reserves the right to change the procedures listed in this paragraph 6 as deemed necessary for operational, business, or legal reasons.
7. PBS shall not refer delinquent accounts for external collection activity, as outlined in Section 6, or initiate any legal action on any Client account without the express authorization of the Client.
8. PBS accepts checks and all credit cards and may, in its discretion and in accordance with the law, pass on credit card fees to the cardholder.
9. PBS will set up payment plans where appropriate consistent with Client's policies and procedures and in accordance with law.
10. All payments shall be sent directly to the designated lockbox to allow rapid posting of payments. It is the responsibility of Client to notify PBS of any payments received at Client within 72 hours of all payments, correspondence, explanation of benefits, etc. relating to the services heretofore described.
11. PBS will submit a monthly payment receipt recap, and a monthly trip report detailing all of the transports billed from the previous month. It is the responsibility of Client to verify these reports and provide PBS with any missing data.
12. It shall be the responsibility of Client to audit the billing rates charged by PBS for the Services provided by Client on a quarterly basis to verify that the rates charged by PBS are the correct rates. Additionally, should Client decide to change the billing rates for the Services, Client shall notify PBS as required in

Section 5 and thereafter complete any necessary follow-up with PBS to insure that the changed rate is being applied by PBS.

APPENDIX C

GROUND EMERGENCY MEDICAL TRANSPORT REIMBURSEMENT PROGRAM CONSULTING SERVICES STATEMENT OF WORK

SECTION I SCOPE OF SERVICES

1. Scope of Services. GEMT Reimbursement Program is a State of Illinois approved supplemental Federal funding program that allows Illinois fire agencies that perform emergency medical transports for Medicaid patients to submit for additional reimbursement for unrecovered costs associated with those transports. PBS shall work with a Consultant, on an annual basis to prepare a GEMT cost report and submission ("GEMT Consulting Services"). The GEMT Consulting Services shall include:
 - a. Draft application materials and respond to requests for additional information necessary for the Client to gain approval to participate in the GEMT program.
 - b. Conduct analysis of the Client's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under GEMT.
 - c. Identify eligible costs and develop appropriate cost allocation methodologies to report allowable costs as defined under the GEMT for providing emergency medical services to Medicaid recipients and, as applicable, uninsured populations. Classify costs as Medical Transport Services ("MTS") costs or non-Medical Transport Services ("non-MTS") costs properly as per the Illinois GEMT cost report. Such costs will include direct costs and indirect costs.
 - d. Prepare and review with Client, their annual Medicaid cost report for GEMT. Accurately complete the schedules in accordance with GEMT Program requirements and guidelines, using data supplied by Client.
 - e. Provide comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
 - f. Assist Client in responding to any Center for Medicare & Medicaid Services ("CMS") or Illinois Department of Healthcare and Family Services ("HFS") review or communication regarding any Client GEMT cost report prepared and delivered to HFS.
 - g. Work with Client to make any necessary corrections and/or modifications and

- resubmit the report before the required filing deadline, as needed.
- h. Determine enhanced supplemental payments realized by provider, as necessary.
- i. Conduct comparative analysis to identify significant trends in billing and financial data.
- j. Upon Client request, provide charge master review to ensure that the provider is optimizing charges to drive revenue reimbursement.

SECTION II OBLIGATIONS OF THE CLIENT

1. GEMT Program Eligibility. Client is and shall remain eligible to receive supplemental reimbursement by meeting all of the following requirements continuously during the claiming period by: (i) providing emergency response and transportation services to recipients; (ii) remaining enrolled as an Illinois Medicaid provider during the period being claimed; and (iii) remaining owned or operated by a public provider, including a state, city, county, or fire protection district.
2. The Client agrees and acknowledges that Consultant will require certain information in order for Client to participate in the GEMT Reimbursement Program. Client shall assist PBS, upon request, to obtain the below data to provide to the Consultant. Data includes, but is not limited to the following:
 - a. A Computer Aided Dispatch system (CAD) report that includes all calls during the period covered by the cost report.
 - b. Depreciation schedules as requested.
 - c. Capital expenditure reports as requested.
 - d. Personnel expenses as requested.
 - e. Copies of other expenses and expenditures as requested.
 - f. Source documentation for future audit responses when requested.

SECTION IV GENERAL

1. Order of Precedence. In the event of a conflict between the Billing Agreement and this Appendix, the terms of this Appendix shall prevail.

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into on _____, 2020 ("Effective Date") by and between the VILLAGE OF STEGER ("Covered Entity"), and Paramedic Billing Services, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("EPHI"), in order to perform such functions, activities, or services (referred to collectively as the "Services"). The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 *Electronic Protected Health Information.* "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 *Minimum Necessary.* "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 *Protected Health Information.* "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.7 *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 *Security Incident.* "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.

2.9 *Security Rule.* "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 *Subcontractor.* "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 *Use and Disclosure.* Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 *Safeguards.* Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 *Business Associate's Reporting Obligations.*

(a) *Reports of Non-Permitted Use or Disclosure.* Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).

(b) *Reports of Breach of Unsecured PHI.*

1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after its discovery.
3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

(c) *Reports of Security Incidents.* Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

3.4 *Subcontractors.* Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 *Access to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.6 *Amendments to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.7 *Accounting of Disclosures.*

(a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 *Compliance with Law.* To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered

Entity in the performance of such obligation(s).

3.9 *Internal Practices.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 *General Use and Disclosure.*

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.

(b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 *Specific Use and Disclosure.*

(a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.

(d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 *Privacy Practices.* Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no

later than fifteen (15) days prior to the effective date of the limitation.

5.2 *Notice of Changes Regarding Individual Permission.* Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.

5.3 *Notice of Restrictions to Use or Disclosure of PHI.* Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

5.4 *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.5 *Safeguards.* Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

6.1 *Term.* This Agreement shall be effective upon the Effective Date and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).

6.2 *Termination.*

(a) Termination Resulting from the End of Services. This Agreement shall terminate in the event that the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.

(b) Termination for Cause. Upon either Party's knowledge of a material breach of this Agreement by the other Party, the non-breaching Party must either:

1. Provide an opportunity for the breaching Party to cure the breach or end the violation opportunity to cure the breach within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or

2. Immediately terminate this Agreement if cure is not possible.

6.3 *Return or Destruction of PHI.*

(a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.3 *Survival.* The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 *Relationship to Other Agreement Provisions.* In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.

7.6 *Prior Business Associate Agreements.* Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

7.7 *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or Business Associate any rights, remedies, obligations, or liabilities whatsoever.

7.8 *Modification of Agreement.* No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

7.9 *Relationship of Parties.* Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity, and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.10 *Notices.* Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest of personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

Covered Entity: Village of Steger c/o Village Manager 3320 Lewis Ave. Steger, IL 60475

Business Associate: Paramedic Billing Services, Inc., c/o Privacy Officer, 395 West Lake Street, Elmhurst, IL 60126

7.11 *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

7.12 *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the Effective Date.

**Paramedic Billing Services, Inc.
Business Associate**

**Village of Steger
Covered Entity**

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

July 20, 2020

Mary Jo Seehausen
Village Administrator
Village of Steger
3320 Lewis Avenue
Steger, IL 60475-1232

Re: Proposal for Professional Services – **Amendment No. 1**
Hydrologic and Hydraulic Studies
Village of Steger

Dear Mary Jo,

Knight E/A, Inc. is pleased to submit this proposal for additional services related to hydrologic and hydraulic studies in the Village of Steger. All other terms and conditions of the original services agreement remain in full force and effect.

Understanding of Additional Services

Knight recently completed data collection, dynamic simulation modeling, and developed a range of improvement components and associated costs that address flooding across the most developed central portion of the Village where destructive flood events persist. This effort also included significant work towards the development of a GIS database for underground storm facilities that will replace outdated hard copy atlas information and provide the framework for future updating, as well as research and collaboration on potential funding opportunities.

The studies completed to date have focused on the largest watershed in the Village, Thorn Creek Tributary A. The original proposal included review and study of the smaller Deer Creek watershed that encompasses the more rural east side of Steger where underground storm facilities do not exist. However, study of the Thorn Creek watershed was more involved and included study of alternatives for an area larger than originally anticipated. The study of potential alternatives expanded to areas outside of the Village corporate limits. As such, the original budget was exhausted on study of the Thorn Creek watershed with only limited study of the smaller Deer Creek watershed being undertaken.

This Amendment No. 1 to the original agreement will provide scope and costs for study of flooding and recommendation related to the Deer Creek watershed, which encompasses the east side of Steger in the Miller Woods subdivision area. This amendment will also request supplemental fees for survey data collection of underground storm facilities completed under the original agreement.

Scope of Additional Services

A) Supplemental Surveys

Knight completed survey of surface and sub-surface drainage features and infrastructure, overland flow routes, structure locations, and elevation data for the study of flooding across the most developed central portion of the Village. Collecting needed survey data for hydrologic and hydraulic modeling was more extensive than originally anticipated. The effort essentially mapped a majority of the existing storm sewer network in the Village. Existing storm sewer atlas information that was originally expected to provide reliable data was inaccurate. Additional survey effort exceeded the original budget by approximately \$11,000.

B) Drainage Review/ Hydraulic Study – Deer Creek Watershed

Knight proposes to perform the following professional services related to Deer Creek watershed in the Miller Woods subdivision area.

Drainage review and hydraulic study will be undertaken to determine needed improvements. This work will also consider prior drainage studies. It is not expected that complex modeling will be necessary to identify and recommend corrective action in the Deer Creek watershed. Studies will likely include utilizing some hydrology study and standard hydraulic analysis methods as required to suggest improvements to roadside ditches, sideroad culverts, and entrance culverts. Where needed for the evaluation of Deer Creek, peak discharge values will be determined using StreamStats and hydraulic modeling will be completed using HEC-RAS.

The following scope and effort are expected:

- 1) Research and create floodplain and subbasin aerial overlay maps for Deer Creek and associated tributaries. This work was completed under the original proposal and is attached hereto for reference.
- 2) Field review and investigation will be undertaken that will include identification of needed survey pick-up work. This work will include identification of real onsite issues and location of those issues in relation to floodplains/subbasins. The field review and pick-up survey is estimated to require a total of 100 workhours.
- 3) Review prior drainage studies in an effort to avoid duplicating studies and incorporate any relevant data as appropriate. This work is estimated to require a total of 20 workhours. Note that a majority of this effort has already been completed.
- 4) Perform backwater analysis for Deer Creek and tributaries and address design consideration if needed. This work is estimated to require 40 workhours each for hydrology, hydraulics, and maps/exhibits, or 120 workhours total. An allowance of 50 additional workhours is provided for concept design at specific locations.
- 5) Develop and prioritize a program of improvements proposed in the Deer Creek watershed, Miller Woods subdivision area. Cost estimates will be prepared for proposed improvements. This work is estimated to require a total of 40 workhours.

C) Additional Study/ Funding Coordination – Thorn Creek Watershed

As noted above, Knight completed studies in the Thorn Creek watershed and has recommended a range of improvement components and associated costs. It is expected that various tasks will be required related to these studies in the immediate future as funding outreach yields the need for coordination of study results and grant response opportunities. As such, 80 workhours are proposed for various tasks that will be supplemented in a future amendment or separate proposal, as required.

Please note that continued survey and development of the GIS database for underground storm facilities in the Thorn Creek watershed will also be addressed in a future amendment or separate proposal.

Schedule

Knight will work with the Client to develop the preferred schedule for the additional work.



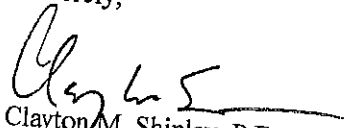
Compensation

Knight proposes to perform the above work per the following schedule of fees. Charges for full-size printing, overnight delivery and acquiring survey lidar data will be a direct reimbursable expense.

Task Description	Fee (*)	Terms
A) Supplemental Surveys	\$11,000	Fixed Fee
B) Drainage Review/ Hydraulic Study – Deer Creek Watershed	\$40,000	T&M (**)
C) Additional Study/ Funding Coordination – Thorn Creek Watershed	\$12,000	

(*) Estimated allowance not-to-exceed
 (**) Per Knight's Project Billing Rate Schedule included in the original agreement

We look forward to your acceptance of this proposal and appreciate the opportunity to be of continued service on this project.

Sincerely,

 Clayton M. Shipley, P.E.
 Vice President

Attachments: Deer Creek Floodplain Aerial Map
 Deer Creek Subbasin Aerial Map

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the Village of Steger an Illinois municipal corporation having its principal place of business at 3320 Lewis Avenue Steger, Illinois 60475 ("Customer").

1. SCOPE OF SERVICES

- 1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:
- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers ("Providers") on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities. The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
 - (b) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar's prior written consent.
 - (c) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.
 - (d) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.
 - (e) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
 - (f) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;
 - (g) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
 - (h) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;
 - (i)

(j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. **PAYMENT TERMS.**

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 To the extent that any payment is due to Azavar after April 30, 2021 (the "Illinois Date"), this Section 3.4 shall apply:

- (a) Azavar shall estimate the total amount due after the Illinois Date and shall bill Customer for this amount on or before one (1) day before the Illinois Date, with a due date of the Illinois Date.
- (b) Notwithstanding the due date of the Illinois Date, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until sixty (60) days following the Illinois Date.
- (c) If Customer signs a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date, payment terms shall revert those that would have applied in the absence of this Section 3.4.
- (d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date and has not paid the bill that was due on or before one (1) day before the Illinois Date within sixty (60) days following the Illinois Date, Customer shall be in default, retroactive to the Illinois Date and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.
- (e) Both Azavar and Customer agree that neither party is admitting or acknowledging that 65 ILCS 5/8-1-7(a)-(b) is or is not applicable to this Agreement and both Azavar and Customer agree that this Agreement shall not be used in support of an argument for or against such applicability.

4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include:

(v) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 145/1 et seq.).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard, Suite 2100
Chicago, Illinois 60604

If to Customer
Village Attorney
Village of Steger
3320 Lewis Avenue
Steger, Illinois 60475

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

ENTIRE AGREEMENT. This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER VILLAGE OF STEGER, ILLINOIS

By _____

By _____

Title _____

Title _____

Date _____

Date _____