

**EMERGENCY RESPONSE AGREEMENT  
STATE OF ILLINOIS  
ILLINOIS EMERGENCY MANAGEMENT AGENCY**

The Illinois Emergency Management Agency (IEMA) and Private Provider Emergency Response System (PPERS) enter into and execute this Emergency Response Agreement and hereby agree as follows:

**1. DEFINITION**

Private Provider Emergency Response System (PPERS) is a cooperative, organized, supervised, coordinated, reciprocal assistance pact provided by the Private Provider Ambulances within the State of Illinois in which personnel and ambulances are utilized for assistance with large scale events and/or disasters.

**2. PURPOSE**

The purpose of this agreement is to provide disaster response assistance to units of local government and/or communities during a local or state declared disaster when local and regional resources are insufficient to meet the disaster response. PPERS response may include, but is not limited to assistance at Dispensing and Vaccination sites, dispensing of medications and equipment from the Strategic National Stockpile, hospital and healthcare facility evacuations; surge capacity at treatment facilities; emergency interfacility transports; assistance with 911 calls in a community that has declared a disaster; resource to Mutual Aid Box Alarm System (MABAS) and Emergency Management Assistance Compact (EMAC).

**3. PERFORMANCE PERIOD**

This agreement shall remain in effect unless terminated as outlined below:

Any party may terminate its participation in the Agreement at any time, provided that written notice is given to the Advisory Board, specifying the date of termination. This notice shall be submitted 90 days prior to date of termination of participation. This notice shall be given by personal delivery, registered or certified mail

**4. PROCEDURE FOR REQUESTING OR PROVIDING ASSISTANCE WHEN A NEED IS IDENTIFIED**

An Incident exceeds available resources as determined by the Incident Commander or a disaster is declared by the Governor of the State of Illinois, and the resources available, are insufficient to adequately

respond to the disaster, PPERS may be requested for assistance through the authority having jurisdiction (AHJ) over the event(s).

Upon notification of a request for assistance, PPERS shall evaluate whether they have the resources available (identified in Exhibit A) to respond to the request for assistance. If the PPERS provider(s) is able to provide assistance, PPERS will be directed to dispatch resources and report to designated Staging or reception area(s) as directed by the AHJ.

Upon Declarations of Disaster as defined by IEMA, activation of various plans will occur. EMS resources mobilized are coordinated and controlled through MABAS. Upon activation a PPERS liaison will report to the MABAS Mobility Control Center and the MABAS Resource Control Mobilization Commander and support the operation upon direction as available resource will allow.

It is understood that the role of publicly provided EMS services is to manage, coordinate and command evolving emergency events. As such, private providers of EMS services during an evolving emergency operate under the direction of the AHJ, MABAS and IEMA as may be appropriate.

**5. PROCEDURE FOR EDUCATION AND DISASTER TRAINING**

Owners of the ambulances involved in the PPERS agreement shall have completed NIMS (ICS 100 and 700). Each provider will have dedicated personnel to providing oversight in insuring that all personnel have completed NIMS (ICS 100 and 700), and maintain training records. All providers involved in this agreement shall participate in training exercises. All training exercises will be subject to the mutual aid agreement and the availability of the Provider to participate.

**6. PROVIDER RESPONSIBILITY**

Exhibit A contains all resources each Provider has identified and committed as available for needed response. The Provider has also identified an Authorized Representative (and an alternative) and provided contact information in Exhibit B. The Provider must review the Agreement and Exhibits A and B on an annual basis and maintain information concerning the resources committed to PPERS. The Provider shall immediately notify PPERS in writing of any changes to its commitment of resources.

**7. LIABILITY AND RISK OF LOSS FOR DAMAGE TO EQUIPMENT AND INJURIES TO PERSONNEL**

Personnel dispatched pursuant to this agreement shall be members of PERS. Personnel dispatched shall remain employees of the Provider sending the unit and each Provider providing assistance under this Agreement is responsible for its own employees wages, benefits, equipment, clothing and workers compensation claims to the extent required by Illinois law.

Personnel shall report for direction and assignment at the scene of the response or designated area and report to the Incident Commander or designated Staging Area Manager. Personnel dispatched pursuant to this agreement shall be members of Mobile Support Teams, as provided in Section 8 of the "Illinois Emergency Management Agency Act" (20ILCS 3305/8) during their service.

Each PERS provider shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive general liability, personal injury, property damage, worker's compensation and if applicable, emergency medical services professional liability insurance, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. Each Provider shall provide the PERS advisory board with a certificate of insurance evidencing the required coverage.

Each provider providing assistance under this Agreement agrees to waive all claims against all other Providers who are parties to this Agreement, for any loss, damage, personal injury or death arising out of the performance of this mutual aid agreement; provided however, that such claim is not a result of willful and wanton conduct by a party or its personnel.

**The licensed EMS provider/EMT must have in his or her possession at the time of their deployment all necessary EMS/EMT licenses, current CPR card (or validation of course completion) and a form of picture identification.**

**8. REIMBURSEMENT FOR THE COST OF RESPONSE**

**Declaration of Disaster: As recommended by IEMA and approved by the Governor of Illinois. Under a Declaration of Disaster, all fire, EMS and rescue resources may be requested, mobilized, and deployed to a stricken area. All resources requested and which respond under IEMA's request and incident commands direction are afforded all powers contained within the Declaration of Disaster statute such as; Workmen's**

**Compensation, liability protection, insurance, reimbursement, etc.**

The provider must keep receipts of its expenditures during deployment. For reimbursement purposes the mission will start when the provider ambulance leaves its home area and will conclude at the time this ambulance returns to its home area after it has been relieved of duty by the Incident Commander.

In a State declared disaster in which a PPERS provider responds, pursuant to this Agreement, the provider shall be reimbursed for all eligible costs incurred in accordance with the Illinois Emergency Management Agency Act (20 ILCS 3305/1, *et.seq*) and other applicable State and Federal statutes. Such determination shall be at the sole discretion of IEMA in accordance with statutory authority. A current copy of all providers' vehicle rosters (vehicle number, VIN identification number, state license plate) will be provided to PPERS within 24 hours of notification of deployment.

In situations where there has been a call for assistance, but a declaration of Disaster is not applicable or declared, then each PPERS provider must bill primary sources of reimbursement, such as Medicare, Medicaid, private insurances or third party providers. Documentation of all expenses should be kept to assist with recouping expenses associated with costs beyond normal, routine operations.

**9. ADVISORY COMMITTEE**

The Executive Director of PPERS will appoint an Advisory Committee to assist in the implementation and refinement of this agreement.

**10. Dues.**

Special assessment when needed as voted by majority of members.

**11. AMENDMENTS, RENEWAL AND TERMINATION**

This agreement may only be amended upon the written agreement of the parties hereto. This Agreement may be renewed for an additional specific term upon agreement of the parties hereto. This Agreement may be terminated by either of the parties hereto upon 90 days of written notice as described in Section of this Agreement.

**12. NOTICE**

All notices or proposals for amendments hereto by either party shall be served personally or by certified or registered mail to the other party as set forth below:

A copy of this agreement shall be kept on file with the Executive Director of PPERS, POD/RESOURCE Hospital, IEMA and IDPH.

PPERS

C/O ATI AMBULANCE  
8400 W. 183<sup>rd</sup> Place  
Tinley Park, Illinois 60477

PPERS Signature

Brian Dolan  
Brian Dolan, Executive Director

Date: 5-1-08

PROVIDER SUPERIOR AMB. SERVICE

Name MARY ANN MILLER  
Address 395 WEST LAKE STREET  
ELMHURST, ILLINOIS 60126

Provider Signature

Mary Ann Miller  
Title VICE PRESIDENT

DATE: May 1, 2008