

# **ORDINANCE 2022-76**

## **ORDINANCE AMENDING CHAPTER 38 EMERGENCY SERVICES, ARTICLE I. IN GENERAL, SEC. 38-3 FEES FOR EMERGENCY AMBULANCE SERVICE AND APPENDIX D FEE SCHEDULE TO THE NILES CODE OF ORDINANCES**

**Dated: This 15<sup>th</sup> day of November, 2022**

**Published in Pamphlet Form by Authority  
of the  
President and Board of Trustees  
Village of Niles**

## ORDINANCE 2022-76

### ORDINANCE AMENDING CHAPTER 38 EMERGENCY SERVICES, ARTICLE I. IN GENERAL, SEC. 38-3 FEES FOR EMERGENCY AMBULANCE SERVICE AND APPENDIX D FEE SCHEDULE TO THE NILES CODE OF ORDINANCES

**WHEREAS**, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said constitutional authority, may exercise and perform any function pertaining to its governmental affairs; and

**WHEREAS**, the Niles Fire Department of the Village of Niles, Cook County, Illinois, renders emergency medical services on public and private property within or outside the Department boundaries to resident and non-resident persons, business, and other entities in performance of its obligations to the public; and

**WHEREAS**, the Village and its taxpayers incur significant cost for such emergency medical services; and

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, as a Home Rule Municipality, as follows:

**SECTION 1:** Chapter 38 Emergency Services, Article I. In General, Sec. 38-3 Fees for Emergency Ambulance Services and Appendix D Fee Schedule to the Niles Code of Ordinances shall be amended as follows:

**~~Sec. 38-3. Fees for emergency ambulance service.~~**

- (a) ~~Mutual aid. It is the purpose of the agreement that, if the ambulance from one of the villages\* is unavailable, the ambulance service from one of the other villages, pursuant to mutual aid box alarm agreement dated on or about June 27, 1989, shall assist and provide emergency ambulance transportation, whenever possible.~~
- (b) ~~Rates. Please refer to Appendix D Fee Schedule for all related fees.~~
- (c) ~~Definitions.~~
  - ~~Resident: A "resident" is a patient who maintains a primary residence with a mailing address located in one of the villages\*.~~
  - ~~Requesting jurisdiction: The "requesting jurisdiction" is the village requesting mutual aid.~~
  - ~~Responding jurisdiction: The "responding jurisdiction" is the village providing mutual aid.~~
- (d) ~~Billing. When an ambulance owned and operated by one of the villages\* responds to a request for mutual aid from one of the other villages\* and transports any patient~~



pursuant to said request, it is agreed that the village that transports the patient is authorized to bill that patient in accordance with the rate structure of the requesting jurisdiction, in effect at the time of transport.

(e) ~~Insurance assignment.~~

- ~~1) Residents of the responding jurisdiction. The village shall accept payment assigned by a qualifying insurance carrier (Medicare, Medicaid, Federal health care programs or private) for ambulance services rendered to all residents of the responding jurisdiction, regardless of the location at which the responding jurisdiction provided treatment or transportation. Amount(s) billed in excess of that paid by the resident's insurance carrier are considered "co-payment." The village has elected to accept its own residents' payment of applicable taxes as satisfaction of any co-payment obligations.~~
- ~~2) Residents of the requesting jurisdiction. In the event a village responds to a request for mutual aid and transports a resident of the requesting jurisdiction, the responding village shall accept insurance assignment in full satisfaction of all amounts owed for ambulance transportation service provided to the resident of the requesting jurisdiction.~~
- ~~3) Other patients. If a patient is not a resident of either the requesting or responding jurisdiction, the villages will charge the patient the nonresident rate in effect at the time of transport.~~

### **Sec. 38-3 Ambulance Transport Fee Schedule**

- (a) A fee will be charged for emergency medical services rendered by the Niles Fire Department ("Department") of the Village of Niles for ambulance service provided by the Department or any municipality or fire protection district which provides emergency medical services pursuant to a contract or mutual aid agreement with the Department.
- (b) The fee charged by the Niles Fire Department shall be established on an annual basis based on Illinois Healthcare and Family Services Federal Reimbursement rate for Niles Fire Department of the Village of Niles;
  - 1) All patients, whether resident or non-resident, receiving medical transport services from the Niles Fire Department shall be billed uniformly at a rate as determined in this Section of this Ordinance.
    - a) For purposes of this Section, the term "resident" shall mean any person whose domicile is within the corporate boundaries of the Village of Niles.
    - b) For residents, the Department shall accept the resident's insurance company's payment as "paid in full" and will not bill residents for their co-insurance.
- (c) Mutual aid. It is the purpose of the agreement that, if the ambulance from one of the villages\* is unavailable, the ambulance service from one of the other villages, pursuant to mutual aid box alarm agreement dated on or about June 27, 1989, shall assist and provide emergency ambulance transportation, whenever possible.
- (d) Billing. When an ambulance owned and operated by one of the villages\* responds to a request for mutual aid from one of the other villages\* and transports any patient pursuant to said request, it is agreed that the village that transports the patient is

authorized to bill that patient in accordance with the rate structure of the requesting jurisdiction, in effect at the time of transport.

(e) Insurance assignment.

- 1) Residents of the responding jurisdiction. The village shall accept payment assigned by a qualifying insurance carrier (Medicare, Medicaid, Federal health care programs or private) for ambulance services rendered to all residents of the responding jurisdiction, regardless of the location at which the responding jurisdiction provided treatment or transportation. Amount(s) billed in excess of that paid by the resident's insurance carrier are considered "co-payment." The village has elected to accept its own residents' payment of applicable taxes as satisfaction of any co-payment obligations.
- 2) Residents of the requesting jurisdiction. In the event a village responds to a request for mutual aid and transports a resident of the requesting jurisdiction, the responding village shall accept insurance assignment in full satisfaction of all amounts owed for ambulance transportation service provided to the resident of the requesting jurisdiction.
- 3) Other patients. If a patient is not a resident of either the requesting or responding jurisdiction, the villages will charge the patient the nonresident rate in effect at the time of transport.

(f) Treat-and Release Fee: A Treat-and Release fee is hereby established and shall be assessed in situations when an ambulance responds to a call and provides medical services (i.e. oxygen, EKG, IV therapy, splinting and medications), but the ambulance doesn't transport the patient. (Failure to provide a hospital transport because the transport was no longer required or the patient refused transport after receiving services). Please refer to Appendix D Fee Schedule for related fees.

(g) Lift-Assist Fee: A Lift-Assist fee is hereby established and shall be assessed to an individual when the Niles Fire Department responds and provides lifting or moving assistance to such individual who has not sustained or potentially-sustained an injury or acute illness but who request lifting or moving services of the Niles Fire Department. Please refer to Appendix D Fee Schedule for related fees.

(h) The Fire Chief or his designee is hereby authorized to waive any or all fees due from a person, business, or other entity under this Ordinance pursuant to administrative regulation or on a case by case basis. Individual consideration may be given where a person presents, in good faith, a financial hardship or inability to pay.

(i) Nothing in this Ordinance shall authorize the Department to refuse to provide any service to any person, business or entity that has not paid for services previously provided or that owes any money for services provided.

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**APPENDIX D  
FEE SCHEDULE**

<i>Description</i>	<i>Amount</i>	<i>Section of This Code</i>
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**Chapter 38 Emergency Services.**

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**SECTION 2:** If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

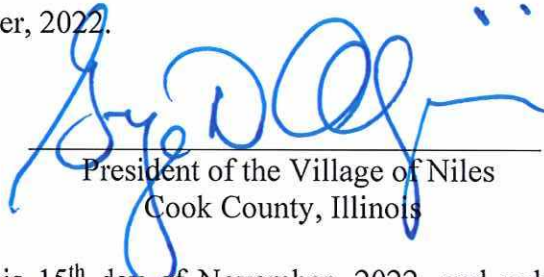
**SECTION 3:** That this Ordinance be in full force and effective January 1, 2023 after its passage, approval and publication as provided by law.

**SECTION 4:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION 5:** That any section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

**PASSED:** This 15<sup>th</sup> day of November, 2022  
**AYES:** 5 Jekot, LoVerde, Matyas, Niedermaier, Strzelecki  
**NAYS:** 0  
**ABSENT:** 0  
**ABSTAIN:** 0

**APPROVED** by me this 15<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 15<sup>th</sup> day of November, 2022, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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