

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
TUESDAY, SEPTEMBER 7, 2021
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting - August 16, 2021
 - 2. Closed Session - August 16, 2021
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
 - A. Resolution Authorizing Agreement with Andres Medical Billing, Ltd. for Paramedic Billing & Collection Services
- XV. DIRECTOR OF PUBLIC WORKS**
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- XVII. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Hilliard
 - C. Trustee Leitch
 - D. Trustee Menold
 - E. Trustee Newman
 - F. Trustee Parrott
- XVIII. CLOSED SESSIONS**
- XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XXIII. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., August 16, 2021**

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. The Clerk called the roll, with the following members present: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.

PUBLIC HEARING – None.

PRESENTATIONS – None

PUBLIC COMMENT

Rudy Heusuk, owner of Sweet Pea & Sunshine Studios, LLC, spoke regarding his concern with business during the Pumpkin Festival. He requested for more vehicle access to his business in exchange for altered business hours during this event.

Leigh Ann Brown, of the Morton Chamber of Commerce and Economic Development Council, spoke regarding the 55th Annual Pumpkin Festival. She stated that the event will be modified as needed due to governmental guidelines that may develop in the future. Volunteer opportunities and a release date for the festival guide books were presented. Friday, August 27th will be the last Fourth Fridays event of the year and it will be started at 4:30pm with the grand opening of The Unlimited Stitch business on Main Street. On August 21st, Captivation Dance off of Queenwood Street will be celebrating a grand re-opening at 10am. September 11th will be the Giant & Mini Boat Races at Kennel Lake.

Kelsey Murray, a new Morton resident and family physician, expressed her concerns regarding COVID-19. She was welcomed to the Village by President Kaufman.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – August 2, 2021
- B. Approval of Bills

Trustee Menold moved to approve the Consent Agenda. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott - 6.

No: None - 0.

Absent: None - 0.

VILLAGE PRESIDENT

President Kaufman announced that the Baking Up Love film premier is scheduled for August 28th at the Morton Cinemas and that tickets were still available for \$10 each. Photographs with the actors will be available following the “orange carpet” event. A workshop will also host a film workshop before the premier from 10am to Noon. Plans are also underway for a TV series pilot to film at the end of September in the Village of Morton.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR

Administrator Smick presented a recommendation from the Business District Commission for a Building Improvement Grant for Lighthouse Automotive at the 1500 W Jefferson location for painting of the building. A motion to approve the grant was made by Trustee Newman and seconded by Trustee Hilliard. The grant was approved with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott - 6.

No: None - 0.

Absent: None - 0.

CHIEF OF POLICE - None.

CORPORATION COUNSEL

Attorney McGrath presented a resolution authorizing legal services agreement with McGrath Law Office, P.C. Trustee Hilliard mentioned his desire for a procedural change in the way that this contract is developed, having someone negotiate for the Village and moving into a closed session for discussion. Attorney McGrath noted that professional contracts are not permissible subjects of discussion for closed sessions. President Kaufman then noted that Attorney McGrath was asked to log his hours worked for the Village. The amount in the presented contract was what had been deemed acceptable by both parties. Trustee Hilliard did not dispute the work done by Attorney McGrath or amounts listed, but did request that these procedures are looked at for future contracts of this nature. Trustee Newman motioned to approve the resolution and Trustee Blunier seconded. The resolution was adopted with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott - 6.

No: None - 0.

Absent: None - 0.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – None.

ZONING AND CODE ENFORCEMENT OFFICER – None.

VILLAGE TRUSTEES

Trustee Blunier – None.

Trustee Hilliard – None.

Trustee Leitch – Presented and moved to approve the third round of DCEO grant applications for Schooners and Fortman's Barber Shop. This motion was seconded by Trustee Newman and approved with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott - 6.

No: None - 0.

Absent: None - 0.

Trustee Menold – None.

Trustee Newman – None.

Trustee Parrott – None.

CLOSED SESSIONS

A closed session for the purpose of discussing collective negotiating matters between the Village and its employees or their representatives, per 5 ILCS 120/2(c)(2) was had. The motion to enter into this executive session was made by Trustee Menold and seconded by Trustee Parrott. The motion carried with the following unanimous roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott - 6.

No: None - 0.

Absent: None - 0.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS - None.

ADJOURNMENT

With no further business to come before the Board, Trustee Newman moved to adjourn. Motion was seconded by Trustee Hilliard and followed by a unanimous voice vote of all present board members.

ATTEST:

PRESIDENT

VILLAGE CLERK

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT WITH
ANDRES MEDICAL BILLING, LTD.**

WHEREAS, the Village of Morton is desirous of retaining the services of Andres Medical Billing, Ltd. To perform contractual services for the billing and collection of fees for paramedic services rendered by the Village of Morton; and

WHEREAS, the Village desires to enter into a written agreement memorializing the respective rights and responsibilities of the Village and AMB respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. That the Agreement with Andres Medical Billing, Ltd. in the form and substance as attached to this Resolution, is approved.
2. That the President of the Board of Trustees is authorized to execute same on behalf of the Village of Morton.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2021; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2021.

President

ATTEST:

Village Clerk



This Agreement is entered into as of _____, 2021 between the Village of Morton, hereinafter referred to as Morton FD and Andres MedicalBilling, Ltd., hereinafter referred to as AMB.

WHEREAS, Morton FD has determined that it is in their best interest to retain the services of an outside billing service to collect monies for services rendered by Morton FD.

WHEREAS, AMB does hereby hold itself as being ready and able to perform a billing service program as described herein.

NOW, THEREFORE, in consideration of the aforementioned promises and mutual covenants and promises stated herein, the parties hereby agree as follows:

1. AMB shall provide an Accounts Receivable program within AMB's computer billing system for the exclusive purpose of collections for Morton FD.

AMB will enter into said computer billing system, any and all ambulance trips received from Morton FD. AMB shall abstract, from the documentation provided by Morton FD, all diagnosis and procedure information necessary to determine the level and type of service provided, any billable diagnostic and therapeutic procedures performed, any billable supplies and ancillary services rendered, and the appropriate diagnosis codes to be billed for all ambulance run information provided by AMB by the client for that purpose.

AMB will follow established billing industry guidelines, including those established by State and Federal government programs, for ambulance services. Morton FD retains responsibility for providing accurate and complete documentation of services provided. Morton FD understands that AMB will code/bill only from the documentation provided.

2. AMB shall provide electronic billing of Medicare, Medicaid, Insurance claims, including 3rd party payors, when applicable. It is the responsibility of Morton FD to inform AMB of any changes in the company's status that would affect billing.

3. AMB will invoice all patients as directed by Morton FD, in accordance with State and Federal programs.

Patient invoicing will be done on a billing form specific for Morton FD.

Invoicing/collection activities will be conducted on the following standard schedule:

1st invoice	within 3 days of receipt
Insurance request	30 days after 1 st invoice
Automated phone call	20 days after insurance request
2 nd invoice	10 days after phone call
Final notice	20 days after 2 nd invoice
Collections or W/O review	30 days after final notice

Bill schedules may vary based on parameters set by department.

Collection agency or write off if no results from above as pre-determined by Morton FD.

4. All monies received by AMB on behalf of Morton FD will be posted to the patients' accounts on a schedule set forth by Morton FD. All checks will be made payable to Morton FD. It is the responsibility of Morton FD to notify AMB of any payments and/or documents pertaining to billing received at Morton FD relating to the services heretofore described.

5. AMB will maintain an 800-phone line for the purpose of customer service. This line will be staffed Monday through Friday from 8:30 am to 7:30 pm Central time.

AMB will promptly respond to all Morton FDs' service recipient concerns related to all billing practices conducted herein.

6. AMB will submit monthly reports detailing the transports billed from the previous month. It is the responsibility of Morton FD to verify these reports and provide AMB with any missing data. All reports currently within the software of AMB's billing system will be provided to Morton FD at no additional cost.

7. AMB shall recognize and comply with the right of authorized Morton FD representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. Morton FD shall have the right to audit such reports at reasonable times.
8. Morton FD agrees to pay AMB in accordance with the following fee schedule for the aforementioned services so long as this agreement has not been terminated.
 - a. AMB shall be paid a fee of (3.95%) of all payments collected.
 - b. Payments to AMB shall be based upon revenues received in the preceding month. AMB will provide a monthly billing to Morton FD calculating amounts owed to AMB based upon the above stated formula.
 - c. Failure to pay AMB within 30 days of the monthly bill may constitute immediate termination of the contract and possible legal action at the cost of Morton FD.
9. If Morton FD determines it is in their best interest to use a collection agency, Morton FD will deal directly with the collection agency regarding their fees.
10. It is expressly understood and agreed that AMB is an independent contractor who shall at all times maintain insurance in force as herein provided and AMB shall in all events defend and save and hold harmless Morton FD from any and all liabilities, obligations, debts, charges, or judgments arising from claims, injuries or debts, charges, or judgments arising from injuries or property damage claims attributable to the activities of AMB while engaged in the performance of its duties under this Agreement.
11. It is the sole determination of Morton FD as to fees for services that will be charged to its patients and/or facilities. It is recommended such fees should be based on fair market value.
12. This agreement shall be effective on the date hereof and shall remain in full force and effect for a term of one (1) year. Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All terms and provisions of this Agreement shall continue in full force and effect unless otherwise modified. Either party may terminate this agreement at any time by giving the other party ninety (90) days written notice. Notwithstanding the aforementioned, this agreement shall be subject to immediate termination by Morton FD if AMB fails to maintain insurance as in part 13.
13. AMB maintains General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate; Commercial Auto w/ hired non-owned coverage \$1,000,000; Workers Compensation \$500,000/\$500,000/\$500,000; Professional Liability of \$1,000,000; Employment Practices Liability \$250,000. AMB shall name the Village of Morton as an additional insured on their insurance policies, and shall produce a certificate of insurance to the Village of Morton within 30 days of the execution of this agreement reflecting the aforesaid minimum coverages and certifying the Village of Morton as an additional insured under such policies.

14. If this contract is terminated at the election of Morton FD by providing 90 days notice of termination as authorized in paragraph 12 of this Agreement, Morton FD allows AMB to continue collections efforts for a period of 6 months following the contract termination, unless other arrangements have been agreed to by both parties in writing. Morton FD understands that they will be responsible to pay AMB their commission on their collections during this time period in accordance with section 8 (c).

Proper notice may be given by certified or registered mail to:

Patrick J. Mannix
Chief Executive Officer
Andres Medical Billing, Ltd.
3223 N. Wilke Road
Arlington Heights, IL 60004

OR TO:
Village of Morton
120 N. Main St.
Morton, IL 61550

At termination of the Agreement it is the responsibility of AMB to return to Morton FD any and all records and documents submitted to AMB, except as required by Federal Law.

15. AMB understands that records of its activities pursuant to this contract on behalf of the Village of Morton may be subject to disclosure under the Freedom of Information Act, and further acknowledge that timely production of public records is required under the aforesaid Act. In the event the Village of Morton requests records to be produced in response to a FOIA request, for no additional charge AMB agrees to produce to Morton within two business days following request, or such other time as the parties may agree, any records requested by the Village of Morton.

IN WITNESS WHEREOF, the Responsible Party of Morton FD and an Authorized Agent of AMB have executed this agreement.

VILLAGE OF MORTON

ANDRES MEDICAL BILLING, LTD.

BY: _____

BY: _____

DATE: _____

DATE: _____