

RESOLUTION NO. R-2021-03

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A MEDICAL BILLING CONTRACT WITH ANDRES MEDICAL BILLING, LTD. AND
A BUSINESS ASSOCIATE AGREEMENT WITH ANDRES MEDICAL BILLING, LTD.
TO COMPLY WITH HIPAA REQUIREMENTS**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") agree to enter into a document entitled "Medical Billing Contract" (the "Medical Billing Contract") with Andres Medical Billing, Ltd. of Arlington Heights, Illinois ("AMB") for the purpose of services ("Medical Billing Services") to the Village. A copy of the Medical Billing Contract is attached to this Resolution as Exhibit "A" and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village agree to enter into a document entitled "Business Associate Agreement" (the "Agreement") with AMB to ensure that AMB will appropriately safeguard protected health information ("PHI") that is created, received, maintained or transmitted on behalf of the Village in compliance with the applicable provisions of: Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Section 261, *et seq.*, as amended ("HIPAA"); with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Section 13400, *et seq.*; and the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act"); ("Safeguard Services") to the Village. A copy of the Agreement is attached to this Resolution as Exhibit "B" and made a part hereof; and

WHEREAS, AMB agrees to perform the Medical Billing Services required by the Medical Billing Contract and the Safeguard Services as required by the Agreement; and

WHEREAS, as a home rule Illinois municipal corporation, the President and Board of Trustees of the Village of Maywood have the authority to approve and authorize execution of the Medical Billing Contract and the Agreement pursuant to their home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that approving the Medical Billing Contract and the Agreement are in the best interests of the Village, its residents, businesses and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the following documents: the "Medical Billing Contract with Andres Medical Billing, Ltd." (the "Medical Billing Contract") and the "Business Associate Agreement with Andres Medical Billing, Ltd." (the "Agreement"). The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Medical Billing

Contract and the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill Maywood's obligations under the Medical Billing Contract and the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Fire Chief or the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including an executed, certified copy of this Resolution and the Medical Billing Contract and the Agreement, to all parties and agencies that are entitled to receive such documents, including Andres Medical Billing, Ltd. and any other governmental agencies with jurisdiction over the Medical Billing Contract and the Agreement, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Medical Billing Contract and the Agreement. The Board of Trustees further authorize and direct the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Medical Billing Contract and the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Medical Billing Contract and the Agreement.

ADOPTED this 16th day of February, 2021, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED this 16th day of February, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit "A"

**MEDICAL BILLING CONTRACT
WITH ANDRES MEDICAL BILLING, LTD.**

(attached)

Exhibit "B"

**BUSINESS ASSOCIATE AGREEMENT
WITH ANDRES MEDICAL BILLING, LTD.**

(attached)



Business Associate Agreement

Village of Maywood & Andres Medical Billing, Ltd.

This Business Associate Agreement ("Agreement") between the Village of Maywood and Andres Medical Billing, Ltd. is executed to ensure that Andres Medical Billing, Ltd. will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Village of Maywood in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Andres Medical Billing, Ltd. agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical, and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to the Village of Maywood any use or disclosure of PHI not provided for by this Agreement of which it becomes aware; any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the Village of Maywood without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Andres Medical Billing, Ltd. agree to the same restrictions, conditions, and requirements that apply to Andres Medical Billing, Ltd. with respect to such information;
5. Make PHI in a designated record set available to the Village of Maywood and to an individual who has a right of access in a manner that satisfies the Village of Maywood's obligations to provide access to PHI in accordance with 45 CFR §164.524 within thirty (30) days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the Village of Maywood, or take other measures necessary to satisfy the Village of Maywood's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the Village of Maywood or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Village of Maywood's obligations under 45 CFR §164.528;
8. To the extent that Andres Medical Billing Ltd. is to carry out any of the Village of Maywood's obligations under the HIPAA Privacy Rule, Andres Medical Billing, Ltd. shall comply with the requirements of the Privacy Rule that apply to the Village of Maywood when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Andres Medical Billing, Ltd. on behalf of the Village of Maywood, available to the Secretary of the Department of Health and Human Services for purposes of determining Andres Medical Billing, Ltd.'s and the Village of Maywood's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the Village of Maywood notifies Andres Medical Billing, Ltd. of any restriction on the use or disclosure of PHI that the Village of Maywood has agreed to or is required to abide by under 45 CFR §164.522; and
11. Since the Village of Maywood is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Andres Medical Billing, Ltd. agrees to assist the Village of Maywood in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Village of Maywood's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Village of Maywood agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Village of Maywood of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Village of Maywood of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Andres Medical Billing, Ltd. on behalf of the Village of Maywood include:

1. The preparation of invoices to patients, carriers, insurers, and others responsible for payment or reimbursement of the services provided by the Village of Maywood to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers, and other payers to substantiate the health care services provided by the Village of Maywood to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Andres Medical Billing, Ltd. has been engaged to perform on behalf of the Village of Maywood.

D. Termination

1. Notwithstanding anything to the contrary herein, the Village of Maywood may terminate this Agreement if the Village of Maywood determines that Andres Medical Billing, Ltd. has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, at the direction of the Village of Maywood, Andres Medical Billing, Ltd. shall (1) destroy all PHI received from the Village of Maywood and all PHI created, maintained, or received by Andres Medical Billing, Ltd. on behalf of the Village of Maywood that Andres Medical Billing, Ltd. still maintains in any form, or (2) return all such PHI to the Village of Maywood. Andres Medical Billing, Ltd. shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

E. Miscellaneous Provisions

1. Andres Medical Billing, Ltd. shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Village of Maywood, its President and Board of Trustees, officers, appointed and elected officials, employees, attorneys, and agents ("Indemnitees") from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees, including at trial and on appeal)

asserted or imposed against any Indemnitees arising out of the acts or omissions of Andres Medical Billing, Ltd. or any subcontractor of or consultant of Andres Medical Billing, Ltd. or any of Andres Medical Billing, Ltd.'s employees, directors, or agents related to the performance or nonperformance of this Agreement.

2. Whenever this Agreement requires a report or notice, such report or notice shall be made in writing and given in person or by registered or certified mail, return receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other:

To Village of Maywood:

Village Manager
Village of Maywood
40 Madison Street
Maywood, IL 60153
PH: 708-450-6301

To Andres Medical Billing, Ltd.:

Maryann Mahlman, CHPSE/CACO/CAPO/CAC
Compliance Specialist
Andres Medical Billing, Ltd.
3223 N. Wilke Rd.
Arlington Heights, IL 60004
PH: 847-305-5232
Cell: 847-420-7599
mmahlman@andresmedical.com

3. Nothing in this Agreement shall be construed as a limitation on the Village of Maywood' sole discretion to set fees for services under Section 14 of the Agreement for Billing of Ambulance Services entered into between the Village of Maywood and Andres Medical Billing, Ltd.
4. Except to the extent either party exercises its ability to terminate this Agreement pursuant to the provisions in Article D above, this Agreement shall be effective only so long as the Agreement for Billing of Ambulance Services entered into between the Village of Maywood and Andres Medical Billing, Ltd. remains effective.
5. Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village of Maywood, be turned over to the Village of Maywood so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village of Maywood has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. To the extent necessary, the Village of Maywood may request additional time to respond to a FOIA request and will make such request if, after review of a FOIA request and upon consultation with Andres Medical Billing, Ltd., it is determined that additional time is needed by the Parties to respond to the FOIA request. Andres Medical Billing, Ltd. acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Maywood for public records (as that term is defined by Section 2(c) of FOIA) in Andres Medical Billing, Ltd.'s possession and to provide the requested public records to the Village of Maywood within three (3) business days. Andres Medical Billing, Ltd. agrees to indemnify

and hold harmless the Village of Maywood from all claims, costs, penalties, losses and injuries (including, but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Maywood under this Agreement or in defending the release of records at Andres Medical Billing, Ltd.'s request.

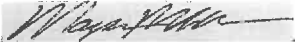
Agreed to this 5th day of February, 2021

Village of Maywood Signature:

Printed Name/Title:

Andres Medical Billing, Ltd. Signature:

Printed Name/Title:



Maryann Mahlman, CHPSE/CACO/CAPO/CAC

Compliance Specialist

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. R-2021-03

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A MEDICAL BILLING CONTRACT WITH ANDRES MEDICAL BILLING, LTD. AND
A BUSINESS ASSOCIATE AGREEMENT WITH ANDRES MEDICAL BILLING, LTD.
TO COMPLY WITH HIPAA REQUIREMENTS**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of February, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of February, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and
N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 17th day of February, 2021.

Viola Mims, Village Clerk

[SEAL]