

RESOLUTION #2023-20

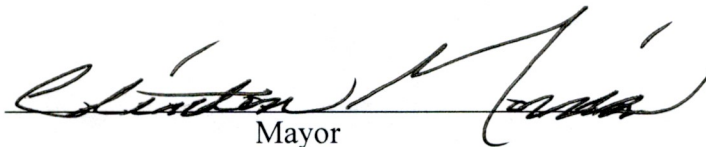
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ACCOUNT COLLECTIONS AGREEMENT BETWEEN THE CITY OF BELVIDERE AND LIFE LINE BILLING SYSTEMS LLC d/b/a LIFEQUEST SERVICES, AN EMS MANAGEMENT & CONSULTANTS, INC. COMPANY TO PROVIDE FOR THE COLLECTION OF DELINQUENT ACCOUNTS

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

1. The Account Collections Agreement between the City of Belvidere and Lifeline Billing Systems LLC d/b/a LifeQuest Services, an EMS Management & Consultants, Inc. Company to provide for collection of delinquent accounts, attached hereto and incorporated herein by this reference is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached Billing Services Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this 7th day of August, 2023.

Approved:


Mayor

Attest:


City Clerk

(SEAL)

Ayes: Freeman, Gramkowski, McGee, Mulhall, Snow, Albertini, Fleury and Frank.

Nays: None.

Absent: Brereton and Porter.

Date Approved: August 8th, 2023

**LIFE LINE BILLING SYSTEMS, LLC
ACCOUNT COLLECTIONS AGREEMENT**

This Agreement is made and entered into as of this 8th day of August, 2023 (the "Effective Date"), by and between the City of Belvidere (the "Client") and Life Line Billing Systems, LLC, d/b/a LifeQuest Services an EMS Management & Consultants, Inc. company (the "Agency"). Client and Agency are generically referred to herein individually as "Party" or collectively as "Parties".

1. **TERM.** This Agreement shall commence on the SOW Effective Date set forth above for a period of three (3) years.
2. **Renewal.** Upon the expiration of the Initial Term and unless otherwise terminated, this Agreement shall be automatically renewed for subsequent one (1) year periods subject to the termination rights herein. All terms and provisions of this Agreement shall continue in full force and effect unless otherwise modified by amendment under section 5.2.

3. DESCRIPTION OF SERVICES.

- 3.1. **Services.** Agency agrees to act as Client's collection agent for past due accounts referred to Agency by Client or Client's designee. The Services are more fully set forth in Exhibit A which is incorporated herein.
- 3.2. **Compliance with Law.** When performing Services under this Agreement, Agency will comply with the federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.*, as well as any other applicable Federal law, and state and local requirements.
- 3.3. **Account Collections.** Agency will adhere to the work standards and requirements as set forth in the attached Exhibits to this Agreement, including but not limited to:
 - 3.3.1. Agency agrees to provide dedicated employees and other personnel ("Dedicated Staff") to perform the Services.
 - 3.3.2. Agency Dedicated Staff shall perform the Services with professional diligence and care and at least in accordance with the practices and quality standards used in well-managed operations performing similar tasks.
 - 3.3.3. Agency will conduct the Services as a third-party debt collector subject to the federal Fair Debt Collection Practices Act ("FDCPA").
 - 3.3.4. Agency will follow any lawful Client guidelines and policies, provided in writing, when performing Services.
 - 3.3.5. Agency will follow its description of Services as provided in Exhibit A. Agency may recommend modification to Exhibit A to identify strategy changes, if the Agency deems the change is in the best interest of the Client. The Change will not be effective until approved by Client.
- 3.4. **Placement of Accounts.** During the Term, Client, or Client's designee, shall place with Agency accounts ("Accounts") to be serviced that are in default in accordance with Client's policies and

procedures, and in accordance with the terms of this Agreement. The Accounts shall be for customers of Client, who may be a patient, customer, or have a similar relationship with Client (“Customer”). Client will not place any account with a balance less than \$25.00. If an account is placed with Agency that is less than \$25.00, Client authorizes Agency the option to close the account and not pursue collection activities.

3.5. Exclusivity. Client hereby acknowledges that Agency is the exclusive provider of Services related to collection of EMS debt. While Client and Agency may agree to place other non-ems debt for collection with Agency (e.g. past due utility bills), Agency is not the exclusive provider of Services for non-EMS related accounts.

4. TERMS OF PAYMENT.

4.1. Collection Contingency Fees. Client shall pay Agency 15% of the net revenue collected on the Accounts as further detailed in the Exhibits attached hereto. This will be the only Contingency Fee on the Accounts that will be paid to Agency or Agency’s affiliates.

5. GENERAL PROVISIONS.

5.1. Agreement. The General Provisions of the Billing Services Agreement between Client and Andres Medical Billing an EMS Management & Consultant’s Inc dated March 7, 2023 are incorporated herein as if fully set forth. Any amendment to those provisions shall be deemed an amendment to this Agreement as well.

5.2. Amendment. Except as otherwise provided in this Agreement, this Agreement may not be modified, amended, changed, or waived in any manner except by written approval executed by an authorized representative from each Party.

5.3. Counterparts. This Agreement may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

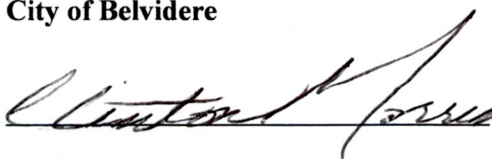
IN WITNESS THEREOF, the Parties have executed and delivered this SOW on the date set forth below, but to be effective as of the Effective Date.

Client:

Agency:

City of Belvidere

Life Line Billing Systems, LLC d/b/a
LifeQuest Services and EMS Management &
Consultants, Inc. Company



By: Clinton Morris

By: Jay Gyure
Its: Chief Financial Officer

Its: Mayor

Date: August 8, 2023

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

- 1.1.** Agency will provide Services in the name of Agency. In accordance with the Fair Debt Collection Practices Act, Agency is authorized to identify Client as the Creditor when providing Services.

- 1.2.** After an initial notice to a Customer, multiple written and verbal communication attempts will be made to contact the Customer and collect payment, including but not limited to payment in full or settlement payment plans. Agency will take all lawful industry standard actions to collect the account including, but not limited to, phone calls, perfecting notices of appropriate liens (if not already perfected), and assisting the Client if filing any appropriate claim or lien with the Illinois Department of Revenue or other State of Illinois Agency. The Parties agree that litigation is not within this Scope of Services. Agency will assist Client with litigation as described below.
 - 1.2.1.** Agency is authorized to establish payment plans as follows:
 - Agency may offer or otherwise accept payment plans without Client consent. Any plan of longer duration of three years requires Client's prior written approval.

 - 1.2.2.** Agency is authorized to settle Accounts as follows:
 - Once Agency has made all reasonable efforts to collect the placement balance in full for an Account, Agency is authorized to offer or otherwise accept settlement of an Account for no less than 50% of the total Account balance. Any greater settlement requires Client's prior written approval.

- 1.3.** If the debt has not been collected within 90 days after placement, unless some other timeframe is mutually agreed to by the Parties:
 - 1.3.1.** Agency has discretion whether to send the Customer a follow-up written communication requesting payment.

- 1.4.** Agency will continue collection efforts until: (a) law prohibits further collection on an Account; or (b) an Account is: (i) collected (either as payment in full or settled in full); (ii) recalled by Client; OR (iii) the Account has reached the applicable statute of limitations.

- 1.5.** Agency will periodically perform skip tracing efforts in order to locate a Customer and obtain payment. In addition to this, Agency secures letters of protection from attorneys in situations that may involve lengthy litigation.

- 1.6.** If requested by Client, Agency will assemble information needed for Client to begin legal proceedings against Customers whose Accounts remain unresolved. Agency makes no determination as to whether to initiate legal proceedings.

- 1.7.** If Agency wishes to perform services in certain circumstances other than those outlined in this Agreement, Agency shall obtain prior written approval of both the additional service and the charge from Service Provider.