



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Natalie Mulhall	Chairman Building
Alderman Sandra Gramkowski	Vice-Chairman Building
Alderman Wendy Frank	Chairman Finance and Personnel
Alderman Ric Brereton	Vice -Chairman Finance and Personnel
Alderman Mike McGee	Chairman Planning & Zoning
Alderman Tom Porter	Vice-Chairman Planning & Zoning
Alderman Matthew Fleury	Chairman Public Safety
Alderman John Albertini	Vice-Chairman Public Safety
Alderman Daniel Snow	Chairman Public Works
Alderman Marsha Freeman	Vice-Chairman Public Works

AGENDA

July 24, 2023
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

1. Police Department – Awards Recognition.
2. Presentation by Houseal Lavigne Associates regarding the Belvidere Comprehensive Plan.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police Department – Update.
 - (B) Fire Department – Update.
 - (C) Fire Department – “Operation Helping Heroes” donation.
 - (D) Fire Department – Resolution authorizing an Intergovernmental Agreement for Participation in MABAS Master Agreement 2022.
 - (E) Fire Department – Collection Agency Service Agreement.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Finance Department - Update.
5. Other:
 - (A) Resolution Permanently Dedicating A Portion of Logan Ave. as, “Jeff Smith Memorial Avenue.”
 - (B) City Council Meeting Times.
 - (C) Executive Session to discuss pending, probable or imminent litigation pursuant to section 2(c)(11) of the Illinois Open Meeting Act.
6. Adjournment:



**BELVIDERE
FIRE
DEPARTMENT**

**123 S. State St.
Belvidere, IL 61008**

From the Office of the Fire Chief

(815)544-2242

Fax (815)544-2278

Memorandum

From:	Chief Schadle	Today's Date:	07/24/2023
To:	Mayor and Council	Subject:	"Operation Helping Heroes"

Dear Mayor and Council,

Country Financial has a program called "Operation Helping Heroes" that it operates on an annual basis. They will give agents \$1500 to donate towards a public entity (like a fire department, police department, school district, etc).

Tyler and Bruce Nelson from Country Financial (130 S. State) have each requested \$1,500 for the benefit of the Belvidere Fire Department.

I would like to thank Country Financial and Tyler and Bruce Nelson for partnering with us by donating these funds! I have assured them that the funds will immediately be put to work to benefit the community.

I plan to utilize the funds to assist getting our new full-time inspector the equipment he needs to serve our citizens and property owners.

Therefore I respectfully request the following motion:

Motion to accept the \$3,000 donation from Country Financials "Operation Helping Heroes," and to utilize the funds to purchase an iPad, Cell Phone, Uniforms and Training for the new inspector that will be hired on August 7th, 2023.

Respectfully Submitted,

Chief Shawn Schadle



**BELVIDERE
FIRE
DEPARTMENT**

**123 S. State St.
Belvidere, IL 61008**

From the Office of the Fire Chief
(815)544-2242
Fax (815)544-2278

Memorandum

From:	Chief Schadle	Today's Date:	07/24/2023
To:	Mayor and Council	Subject:	MABAS

Dear Mayor and Council,

The Mutual Aid Box Alarm System (MABAS) is a complex and well organized system of all emergency response agencies and assets in Illinois. The system ensures timely requests for emergency responders and assets when communities have incidents that cannot be handled with local resources.

On March 31, 2023, MABAS allowed us to quickly request the 26 agencies that helped us after a tornado.

The Illinois MABAS Master Agreement was updated in October of 2022, and all member agencies must adopt the Master Agreement by ordinance to retain membership.

Therefore, I am requesting the following motion:

Motion to adopt a Resolution authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022).

Respectfully Submitted,

Chief Shawn Schadle

RESOLUTION NO. _____
AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS: The recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT: The Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER: All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY: This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Approved: _____
Mayor

ATTEST: _____
Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
 - B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **“Chapter President”** means a person elected as the President of each state Chapter;
- H. **“Chief Officer”** means the Fire Chief or agency head of a Unit, or a designee of the Unit’s Fire Chief or agency head.
- I. **“Council of Chapter Presidents”** means the council or board whose members shall be the elected President of each State’s Chapter, as set forth in this Agreement.
- J. **“Disaster”** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **“Division”** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **“Emergency”** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **“Emergency Responder”** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **“Emergency Services”** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **“Incident Commander”** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **“Incident Command System”** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **“MABAS”** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **“Mutual Aid”** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **“Requesting Unit”** means any Unit requesting assistance of another Unit under this Agreement.
- T. **“Serious Threats to Public Health and Safety”** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **“Training”** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **“Unit”** (also “Member Unit”) means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party’s policies and within the authority provided to its Chief Officer, upon an Aiding Unit’s receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____



**BELVIDERE
FIRE
DEPARTMENT**

**123 S. State St.
Belvidere, IL 61008**

From the Office of the Fire Chief

(815)544-2242

Fax (815)544-2278

Memorandum

From:	Chief Schadle	Today's Date:	07/24/2023
To:	Mayor and Council	Subject:	Collections Agencies

Dear Mayor and Council,

One unfortunate consequence of billing for ambulance service is the need to collect past due balances. As a reminder, you have elected to match hardship letters from hospitals to reduce or write-off unpaid balances for those with documented hardship. For those without hardship letters, funds owed that are unable to be collected by the billing company will be forwarded to a collection agency.

For your review, I have 3 proposals for collections services:

1. Lifeline DBA LifeQuest-15%
2. Bull City Financial-20%
3. Wakefield and Associates-28%
4. DataMax- didn't respond

The proposals and contracts are attached for your review.

LifeQuest is a subsidiary of our billing company and works exclusively for municipalities. As a EMS/MC company they will have access to all the records, and therefore will gain efficiencies, and process balances for lower fees than the other agencies. They are also the collection agency for the City of Rockford, and are the lowest cost.

Requested motion: Motion to enter into agreement for collection services provided by Life Line Billing Systems, LLC d/b/a LifeQuest Services.

Respectfully Submitted,

Chief Shawn Schadle



Shawn Schadle <sschadle@belviderefire.com>

LifeQuest Collections

Michael Bafia <mbafia@lifequest-services.com>
To: "sschadle@belviderefire.com" <sschadle@belviderefire.com>
Cc: Angi Graham <Angi.Graham@emsbilling.com>

Wed, Jul 19, 2023 at 5:20 PM

It was a pleasure speaking with you this afternoon below is the requested information:

LifeQuest Background: LifeQuest Collections (now an EMS Management & Consultants, Inc company), was founded in 1992, as a nationally licensed collection agency with only a focus on EMS accounts. Since then, we have collected EMS and municipal debt (and only municipal accounts) for over 30 years and currently serve over 300 municipal agencies across 45 states and Guam. LifeQuest only focuses on municipal debt which gives an advantage over other collection agencies that may not be familiar with the nuances of municipal and EMS debt. LifeLine Collections Professional are experts in explaining EMS account collection to patients and community members and believe that a thorough understanding of the patient's situation ultimately leads to greater revenue recovery. We offer payment plans with minimum payment options. Calls are recorded and staff is continuously trained and evaluated to represent your community during every interaction.

Fee: We are proposing a contingency fee of 15%

Please let me know if you need anything else. My cell is ***-***-****

Michael Bafia

Vice President

Life Line Billing Systems, LLC d/b/a LifeQuest Services

mbafia@lifequest-services.com

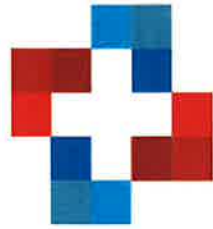


Your Recovery Specialists

www.lifequestcollections.com

Notice of Confidentiality: This transmission contains information that may be confidential and may also be privileged.

LIFE LINE



COLLECTIONS

Delinquent Account Debt Collection Services Prepared for: City of Belvidere, IL

**City of Belvidere, IL
Attn: Chief Shawn Schadle
123 States Street
Belvidere, IL 61008
Due: May 26, 2023**

**Life Line Billing Systems, an EMS Management & Consultants, Inc. Company
2540 Empire Drive, Suite 100 Winston-Salem, NC 27103**

**Jay Gyure, Chief Financial Officer
Jay.Gyure@emsbilling.com**





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May 25, 2023

City of Belvidere
Attn: Chief Shawn Schadle
401 Whitney Blvd.
Belvidere, IL 61008
sschadle@belviderefire.com

Dear Chief Schadle,

LifeLine Billing Systems, LLC, an EMS Management & Consultants, Inc company, is proud to provide our proposal to the City of Belvidere for EMS Delinquent Collection services. Our attached proposal details our commitment to the City of Belvidere's success and demonstrates our proven 30-year track record processing over 420,000 healthcare and municipal accounts annually across the country. LifeLine Billing is uniquely positioned to bring the best EMS focused debt collection services to the City of Belvidere as EMC|MC is your current EMS billing provider. Our already working relationship with your agency and community will allow us to continue to be a great partner.

To ensure all transition risks are minimized, your dedicated account management team will continue to lead a methodical and thorough transition process. This process will establish/verify written collection policies, review contracts with payors and facilities, and ensure that all contingencies are planned for. **The process of moving future EMS bills to the debt collection stage will be effortless and will not require any transition period as all the processes will remain under the same roof.**

In this response, we detail how we deliver an unmatched level of success through our robust experience in municipal, EMS and healthcare debt collection, high level of customer service, unblemished compliance record, and comprehensive approach and processes:



Experienced Management Team: We have a broad management team with collections, customer service, and Fortune 500 experience. Our Vice President of Collections, Michael Bafia, has over 18 years of collections management experience. Our Professional Collection Specialists are experts in understanding how large bills impact customers.



Focused Approach: LifeLine Billing Professional Collection Specialists understand the nuances of the industry. We are experts in explaining EMS account collection to patients and community members and believe that a thorough understanding of the patient's situation ultimately leads to greater revenue recovery. We offer payment plans with minimum payment options. Calls are recorded and staff is continuously trained and evaluated to represent your community during every interaction. We also provide your agency with a main client service representative for reporting, compliance, financial, and technology inquiries.



Customized Reporting: We provide a plethora of standard reports that cover operational and financial metrics and key success criteria. LifeLine Billing has an internal development team that will provide customized reports without additional fees.



Best Practices and Benchmarking: Our staff industry expertise includes IT and healthcare executive management, EMS Medicare and CMS liaison expertise, state and federal CMS reimbursement policy management, and EMS industry legislative development, involvement, and advocacy. We have tremendous depth in the EMS marketplace and are well-versed in industry legislation and compliance issues.



Industry Innovation and Advocacy: Our staff industry expertise includes IT and healthcare executive management, EMS Medicare and CMS liaison expertise, state and federal CMS reimbursement policy management, and EMS industry legislative development, involvement, and advocacy. We have tremendous depth in the EMS marketplace and are well-versed in industry legislation and compliance issues.



Project Strategy and Implementation: LifeLine's experience assisting partners with healthcare & EMS collections allows us to be more than just a delinquent accounts vendor. We understand the importance and sensitivity of late term EMS revenue recovery and are partners that are there with you every step of the way. LifeLine leads you and your team through a detailed and efficient transition process with a 30-day project launch timeframe. We are staffed and organized to ensure the only impact you will see is better results and pleased constituents.

LifeLine Billing has earned and maintained our partners' trust for 30 years. We have an outstanding success record, and we look forward to a continued partnership with the City of Belvidere. Our Chief Financial Officer, Jay Gyure, is the authorized representative for this offer and his contact information is provided below. We look forward to this expanded partnership with City of Belvidere and the continued opportunity to serve your area.

Sincerely,

Jay Gyure
Chief Financial Officer
3223 N Wilke Road
Arlington Heights, IL 60004
PO Box 547 Wheeling, IL 60091-0547
P: 336.525.7079 F: 336.347.9705
Jay.Gyure@emsbilling.com

REFERENCES

The following references vary in size, demonstrating our revenue recovery success and our ability to transition new services into our developed processes and systems. LifeLine Collections encourages you to contact each service's representative to hear firsthand how they speak on our dedication to our partners.

DELLS-DELTON EMS



Year of Project: 2005 – Present
Description: Full-service Billing and Collections
Address: PO Box 716 Lake Delton, WI 53940
Reference Name, Title: Dillion Gavinski, Director Public Safety
Email Address: dgavinski@dells-deltonems.org
Phone Number: (608) 254-2159

CITY OF OSHKOSH



Year of Project: 2011 – Present
Description: Full-service Billing and Collections
Address: PO Box 1130 Oshkosh, WI 54903
Reference Name, Title: Chuck Hable, Battalion Chief
Email Address: chable@ci.oshkosh.wi.us
Phone Number: (920) 236-5247

CITY OF PORTLAND



Year of Project: 2018 – Present
Description: Full-service Collections
Address: 389 Congress Street Portland, ME 04101
Reference Name, Title: Ben Bettez, Financial Officer
Email Address: bbettez@portlandmaine.gov
Phone Number: (207) 756-8097

CITY OF WEST ALLIS



Year of Project: 2012 – Present
Description: Full-service Billing and Collections
Address: 7332 W. National Avenue West Allis, WI 53214
Reference Name, Title: Kyle Novak, Coordinator
Email Address: KNovak@westalliswi.gov
Phone Number: (414) 477-0818

Amendment No. 1

THIS FIRST AMENDMENT TO AGREEMENT entered into the ____ day of _____ 2023, by and between the CITY OF BELVIDERE (hereinafter “Client”) and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter “contractor”)

WITNESSETH:

WHEREAS, the parties entered into a Billing Services Agreement dated March 7, 2023, whereby the contractor agreed to provide billing and collection services for the Client.

WHEREAS, now the parties wish to amend the Agreement to add terms pertaining to: Collections.

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

ITEM ONE:

An Agreement is made and entered into as of this ____ day of _____, 2023, by and between the City of Belvidere (the “Client”) and LifeLine Billing Systems, LLC, an EMS Management & Consultants, Inc. company (the “Agency”) for the purpose of Delinquent Account Collections.

Collection Contingency Fees. In addition to the payment terms as specified in the Agreement, Client shall pay Agency an all-inclusive rate of 15% of the net revenue collected on Delinquent Collection Accounts. This will be the only Contingency Fee on the Accounts that will be paid to Agency or Agency’s affiliates.

In all other aspects, the Agreement dated March 7, 2023 will remain in force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Belvidere

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



2609 N. Duke St., # 500
Durham, NC 27704

p: 800-436-6946
e: support@bullcityfinancial.com

June 15, 2023

Mr. Shawn Schadle
Belvidere Fire Department
Belvidere, ILL.

Sent via email

Re: Proposal to Maximize Recovery Performance from EMS M&C's Preferred ARM Company

Hello Shawn:

Bull City Financial Solutions is honored and fully committed to being Belvidere Fire Departments' "go-to source" for providing Accounts Receivable Management solutions. Our proposal will detail how BCFS provides the best customer service, produces the highest recovery, and shows the most appreciation towards our valued customers. BCFS is a proud and preferred partner of EMS Management and Consultants and we currently represent many extremely satisfied mutual clients throughout the country.

BCFS is Professional Practices Management System (PPMS) (ISO 9002) Certified, SSAE 16 – SOC 2, PCI-DSS Certified, HIPAA and HITECH Compliant. All of our recovery representatives are Certified Healthcare Collectors and Certified Professional Collection Specialists. The foregoing credentials vividly demonstrate our commitment to security and compliance. BCFS is exceedingly experienced in self-pay recovery, specializing in Healthcare Accounts Receivable Management. Our response to this RFI will prove that the combination of our top notch security, compliance and experience makes BCFS the perfect ARM partner for your team. Below are many of the top qualities BCFS offers to our clients:

Infrastructure for Unlimited Account Volumes	SSAE 16 – SOC 2 Type 2
24/7 Client Support	PCI-DSS Certified
Certified Healthcare Recovery Specialists	PPMS Certified
Insurance Scoring/Scrubbing	Location Triggers to Quickly Find \$\$\$
Real-Time Account and Report Access	Account Recoverability Scoring
Recording of All Telephone Calls	IVR Payment Processing for Payments 24/7
Instant Credit Report Updating	Consumer Account Portal for Payments 24/7
Highest Customer Service Rating	Waterfall Skip Tracing Process
40 Profitable Years Maximizing Recovery	Impeccable References
HIPAA Compliant	Superior Recovery Technologies





The advantages of working with BCFS include:

Superior Recovery

BCFS is consistently ranked at the top of nationwide comparisons of Accounts Receivable Management Companies. In fact, our recovery performance at Duke Health was 15% higher than the competing ARM Company.

Cutting-Edge Collection Technology

Our clients benefit from features such as an account web portal that negotiates account resolution with consumers, a Client Web Portal with real time integration, Account Scoring Prioritization, Text Message Reminders, Cellular Voicemail Direct Messaging, and an IVR Payment Center.

Advanced Collection IT Systems

Our IT Systems are designed to accommodate unique circumstances and client requests, and also have the capacity to manage billions of dollars of bad debt. Our vigorous reporting platform provides extensive reports for clients to thoroughly analyze collection performance and predict future trends.

Certified Collection Staff and 24/7 Support

Your organization will have access to around-the-clock support from our highly trained and motivated staff. Professional and efficient collection practices give BCFS the best customer service rating in the industry.

Dedicated and Engaged Management

Our Executive Team monitors and audits all recovery activities to ensure compliance with collection laws. Many of the members of our Executive Team are current or former leaders of the nation's top accounts receivable trade associations. Participation in these associations keeps us aware of the latest laws, trends, and available technology in the industry.

Legal Treatment and Garnishment Recovery

Our award winning collection solutions span from coast-to-coast and professional collection personnel are located in all 50 states. Our network of attorneys specialize in creditors' rights and legal recovery. This optional solution significantly improves recovery through wage garnishments and additional legal collection efforts.



Experience and References

We maximize recovery for our clients while complying with strict ethical and professional standards. For more than three decades, we have consistently increased recovery for hundreds of clients, including EMS and some of the Top Ten Healthcare Companies in the U.S. Extremely satisfied clients include: UNC Healthcare, ECU Physicians, Duke University Health System, UVA Health System, Vidant Health and OU Health Sciences Center. Enclosed within the references section are letters of recommendation from ECU.

Guaranteed Satisfaction

No other company can come close to providing the level of customer service, recovery and technological resources that BCFS provides its clients. We guarantee customer satisfaction and our clients will attest to that fact.



Value Based Pricing

We are committed to providing quality recovery solutions. Our highly efficient and detailed recovery approach ensures maximum netback return for our clients.

Recovery Solution for Belvidere Fire Dept.	Fee %
Primary Placement Recovery	20%
Secondary Placement Recovery (Optional)	28%
Legal Recovery (Optional)	35% + Court Costs

BCFS is strategically prepared for the opportunity to provide this proposal to maximize recovery for Belvidere Fire Department. The benefits listed below demonstrate our abilities and dedication to being your 'go-to source' for Accounts Receivable Management Services. When considering an accounts receivable management service partner, choose a company with experience and a long track record of success. Choose a company with superior technology, value based pricing and a list of extremely satisfied clients. When you select BCFS to collect your past due accounts, you can expect "The Best Service, Highest Recovery, and Exceptional Value".

Thank you for the opportunity to respond to the RFP. I look forward to providing additional information as needed. If you have any questions, please contact me at 828-231-0562 or email, scott@bullcityfinancial.com.

Sincerely,

Scott Quesnel
Corporate Account Manager
Enclosure



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Healthcare System References

BSA Health System

Ms. Debbie Graham – Business Office Manager
Amarillo, TX
806-358-0214 | dsgraham@bsahs.org



Baptist St. Anthony's Health System (BSA) is an extensive hospital system providing clinical excellence to the Texas Panhandle and the tri-state area. BSA is the fourth largest employer in Amarillo, with a medical staff of more than 450 physicians and 2,700 employees

University of Virginia Health System

Mr. Kevin Higgins – Director of Operations
Charlottesville, VA
434-980-6107 | kh2k@hscmail.mcc.virginia.edu



Physicians Group

The University of Virginia Health System provides professional billing services for physicians affiliated with the academic facility, UVA Medical Center and the entire UPG network throughout central Virginia. During a thorough vetting process in 2009, BCFS was selected as the exclusive firm to provide accounts receivable management services for UPG bad debt accounts.

University of North Carolina Healthcare

Ms. Robin Thompson – Vice President of Revenue Cycle and Business Operations
Chapel Hill, NC
919-595-3325 | Robin.Thompson@unchealth.unc.edu



UNC is comprised of 3,000 physicians, eight hospital systems and 20,000 employees. BCFS has maximized recovery for the UNC Healthcare since 1999.

The University of Oklahoma Health Sciences Center

Mr. Joseph Young – Assistant Director of Patient Accounts
Oklahoma City, OK
405-271-1500, 54149 | joseph-young@ouhsc.edu



The OU Health Sciences Center is composed of seven health-related colleges located near the state capitol in Oklahoma City. OU Physicians is the state's largest physician group and encompasses almost every adult and child specialty. OU Physicians chose BCFS in July of 2010 to maximize recovery.



Vidant Health

Ms. Ginger Drake – Customer Service Manager
Greenville, NC
252-816-8385 | ginger.drake@vidanthealth.com



Vidant Health is made up of eight hospitals, physician practices, home health, hospice, wellness centers and other health care services. Through a thorough RFP process conducted by Avid consultants in 2014, BCFS was chosen as a preferred ARM partner to maximize recovery for Vidant Health.

East Carolina University

Mr. Greg Messick – Business Services Coordinator
Greenville, NC
252-744-2163 | messickg@ecu.edu



BCFS has been providing accounts receivable management services for ECU Physicians since 1995. BCFS has conducted several projects for ECU including first-party EBO, insurance recovery and bad debt recovery. BCFS provided third-party payer and insurance recovery services for many years for ECU. BCFS is currently the exclusive provider of bad debt recovery services for ECU Physicians.

“Bull City Financial Solutions has been providing delinquent accounts receivable services to ECU for more than 20 years. I have personally interacted with Bull City Financial Solutions for nearly 6 years that time.

During this time, I have found that they are a reputable organization managed by a dedicated staff that has been flexible and responsive to the needs of our organization. Their rate of recovery on delinquent accounts has been consistently strong and their collection staff has always been professional in their interactions with our customers.

Their computer systems are more than sufficient in meeting our data transfer requirements. I consider Bull City Financial Solutions to be an extension of our organization and would recommend their services to others.” – Mr. Frank Evens, Chief Financial Officer



EMS References

Brunswick County EMS

Mr. Brian Watts

Director

Bolivia, N.C.

910-253-5383

Brian.watts@brunswickcountync.gov

Catawba County EMS

Ms. Jeanne Jarrett

Asst. Finance Director

828-465-8219

Jjarrett@catawbacountync.gov

City of Jacksonville EMS

Mr. Jarrod Simmons

Financial Control Officer

256-782-3814

jsimmons@jacksonville-al.org

Lincoln County EMS

Mr. Ron Rombs

Director

704-736-1926

rrombs@lincolncounty.org

Person County EMS

Mr. Greg White

Director

336-599-3136

gwhite@personcounty.net



2609 N. Duke St., Ste. 500
Durham, NC 27704

p: 800-436-6946
e: support@bullcityfinancial.com
f: 919-286-4026

Accounts Receivable Service Agreement

- Parties:** The City of Belvidere Fire Department (EMS) (“CLIENT”) and Bull City Financial Solutions, Inc. (“BCFS”), enter into this Accounts Receivable Service Agreement (“AGREEMENT”), having an effective date of the ___ day of _____, in the year of _____, under which BCFS will attempt to collect, as an independent contractor, monies due to CLIENT.
- Services:** CLIENT may from time to time, place with BCFS its delinquent account receivables for the purpose of collecting unpaid amounts legally due and owing to CLIENT.
- Governing Law:** The validity, interpretation and performance of this AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois.
- Term:** The parties agree that this contract shall renew itself from year to year on the same terms and conditions, unless or until one party shall give to the other, notice of termination at least 30 days prior to the end of the current year.
- Standard of Care.** BCFS shall employ that standard of care, skill and diligence which is customary in the performance of its services. BCFS shall use its best efforts in the performance services. BCFS shall, in every instance, protect the good name and laws, regulations, ordinances, and codes, including, but not limited to, the Fair Debt collection Practices Act and the Fair Credit Reporting Act and the procurement of licenses if applicable, in the performance of services and any other obligations hereunder. BCFS will rely, in part, on the representations of the CLIENT as to the amount of the account and any interest, collection fees or charges added by the CLIENT to the account. Should CLIENT fail to maintain or provide all sufficient documentation to provide verification of a debt that has been assigned to BCFS, the CLIENT shall hold BCFS harmless for all costs associated with defending a lawsuit, including attorney fees, resulting from such a breach. Accounts closed due to placement placed in error or for failure to validate are subject to a surcharge that is equivalent to the standard contingency fee.
- Entire Agreement:** This AGREEMENT constitutes the entire AGREEMENT between CLIENT and BCFS with respect to the services herein described. Any prior agreement, representations, statements, negotiations or undertakings dealing with the services or the subject matter of this AGREEMENT are hereby superseded.

BCFS Initial: _____

CLIENT Initial: _____





7. **Navigate Client Web Portal:** CLIENT will only place accounts with balances owed of \$50 or more. Accounts shall be placed for collection via Navigate, our secure online web portal. Accounts shall be placed individually or in a batch data file via the account upload feature. Data files containing multiple accounts will be in a standard format that is acceptable to BCFS, IE. CSV, tab delimited, fixed length, Excel.
8. **Special Account Status:** Upon notification that an account debtor has filed a petition in bankruptcy, BCFS shall notify CLIENT of the filing. If CLIENT receives a notice of Bankruptcy filing or any other pleading from any party other than the BCFS, it shall immediately notify BCFS of said pleading or filing. In addition, CLIENT shall also promptly notify BCFS of any worker's compensation claims related to assigned accounts.
9. **Remittance:** Remittances from BCFS to CLIENT shall be electronic made via Automated Clearing House (ACH) on or before the 15th calendar day of each month. In lieu of an ACH the client may choose to receive remittances via paper check for a surcharge of ten percent of the amount collected. Uncleared remittance checks that are reissued are subject to a fifty dollar surcharge. BCFS shall remit to CLIENT the net amount of all monies collected on behalf of CLIENT, to include net principal, net interest, and court costs recovered. CLIENT shall promptly report any and all payments paid directly to CLIENT ("direct payments") after the assignment date of the account. Contingent fees for direct payments shall also be invoiced by BCFS on monthly basis.
10. **Settlement Authority:** The CLIENT grants and conveys BCFS the authority to discount the current amount due up to twenty five percent when the remaining balance is paid in full.
11. **Confidentiality:** BCFS acknowledges and agrees that any non-public information, including but not limited to information provided to BCFS by CLIENT about an account debtor information obtained by BCFS or its agents, about an account debtor pursuant to BCFS'S or its agent's activities and information about CLIENT (collectively, the "data"), shall be considered confidential and proprietary information of CLIENT, and shall not be disclosed to any third-party without the prior written consent of CLIENT. BCFS shall take all reasonable steps in the performance of its duties and obligations, to preserve and protect data, and CLIENT'S rights herein.
12. **Binding on successors, Heirs, and Assigns:** This AGREEMENT shall be binding on the parties' successors, heirs, and assigns. This AGREEMENT may not be assigned by either party without the prior written consent of the other.



13. **Indemnification:** Each party to this Agreement agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents.
14. **Conclusion of Services:** During or upon termination of this agreement, BCFS shall have a right to retain handling of accounts that are being actively pursued, credit reported, and/or have existing payment plans. Accounts retained under this provision shall be subject to the contingent fees outlined in fee schedule of this service agreement.
15. **Modification or Amendment:** This AGREEMENT may not be modified or amended and no provisions contained herein may be waived, except in writing, signed by an authorized representative of CLIENT and BCFS.
16. **Counterparts:** This AGREEMENT may be executed in two or more counterparts, each of which is a duplicate original.
17. **Photocopies and Facsimiles:** Photocopies and facsimiles of this AGREEMENT shall have the same binding effect as originals.



Pricing Schedule:

Aging from date of service	Contingency Fee
Primary Placements	20% upon collection
Secondary Placements (Optional)	28% upon collection
Legal Collection Program (Optional)	35% upon collection plus court costs/filing fees, service, etc.

Payment Terms: Payment of entire invoice amount is required within 30 days from the date of invoice. An interest charge of 1.5% per month may be added to all past due accounts.

Agreed and accepted for:

Bull City Financial Solutions, Inc.

Company Name: The City of Belvidere Fire Dept.

By: _____

Signature: _____

Marc A. Brewer
Chief Operating Officer

Printed Name: _____

Title: _____

Date: _____

Date: _____

CONTRACT FOR BAD DEBT RECOVERY SERVICES

This contract for services (hereinafter "Agreement") is made this 18th day of July 2023, between Wakefield & Associates, LLC a corporation duly incorporated under the laws of the State of Colorado (hereinafter "WAKE"), and Belvidere Fire, a corporation duly incorporated under the laws of the State of Illinois (hereinafter "Provider").

WITNESSETH:

WHEREAS, the Provider desires to engage WAKE to handle certain patient pre collect and bad debt collection services for delinquent accounts selected by Provider (the "Delinquent Accounts") on an exclusive basis on behalf of the Provider's patient accounts office; and,

WHEREAS, WAKE desires to accept such engagement offered by the Provider;

NOW, THEREFORE, in consideration for the mutual obligations contained herein, WAKE and the Provider, each intending to be legally bound, hereby mutually covenant and agree as follows:

1. **Term.** This Agreement shall be effective as of the date first above written (hereinafter "Effective Date"). Subject to the provisions of Section 3 of this Agreement, this Agreement shall remain in full force and effect for one (1) year(s) beyond the Effective Date (hereinafter "Initial Term"). This contract will automatically renew after the initial term has expired.

2. **Use and Disclosure of Protected Health Information.** The parties hereto agree that the Provider is a Covered Entity and WAKE is a Business Associate as those terms are defined by the Health Insurance Portability and Accountability Act ("HIPAA") and that, in order for WAKE to perform its duties under this Agreement, it will be necessary for WAKE to use and disclose Protected Health Information (hereinafter "PHI"), as such capitalized terms are defined at 45 CFR §164.501.

2.1 *Permitted and Required Uses and Disclosures of PHI.* The parties hereto agree that WAKE may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR § 164.501. The parties hereto further agree that WAKE may use or disclose PHI for any use or disclosure that is required by law.

2.2 *Use and Disclosure of Minimum Necessary Amount of PHI.* The parties hereto desire to ensure that the Provider only discloses to WAKE the minimum necessary amount of PHI necessary for WAKE to perform its duties under this Agreement. Further, the parties agree that the following information will be provided, if available:

- (A) Guarantor Name, Guarantor Address, Guarantor Phone Number, Guarantor Spouse, Guarantor Social Security Number, Guarantor Date of Birth, Guarantor Place of Employment, Employment Phone Number;

- (B) Spouse Name, Spouse Address, Spouse Phone Number, Spouse Social Security Number, Spouse Date of Birth, Spouse Place of Employment, Employment Phone Number;
- (C) Patient Name, Patient Address, Patient Phone Number, Patient Social Security Number, Patient Date of Birth; and
- (D) Date of Service(s), Amount Due for Service(s), Mail Returns, Payment History

3. Termination.

3.1 *After the Initial Term.* After the expiration of the Initial Term, either party may at any time, for any or for no reason, terminate this Agreement upon sixty (60) days' written notice (the "Notice Period") to the other party. At the end of the Initial Term, unless the parties have renegotiated an additional term for this Agreement, this Agreement shall remain in full force and effect on the same terms and conditions herein unless this Agreement is terminated pursuant to the provision of Section 3 herein.

3.2 *Continued Efforts.* Upon termination of this Agreement, WAKE shall retain and shall be entitled to continue working the following types of accounts received from the Provider prior to the termination date of this Agreement: (i) accounts on which WAKE has received or caused to be received a payment within six (6) months of the termination date of this Agreement; (ii) accounts that WAKE has placed on hold pending the receipt of any information from the Provider; (iii) accounts that WAKE has placed on hold pending billing, and/or re-billing, of any other third-party payor, including but not limited to an insurance company, or the outcome of an insurance appeal; (iv) accounts upon which a future promise to pay has been obtained; (v) accounts within the litigation process; (vi) accounts that WAKE has placed on hold pending the outcome of a patient's personal injury litigation; (vii) accounts that WAKE has reduced to a legal judgment; and (viii) any accounts that are associated with administrative proceedings and/or litigation involving WAKE ((i) through (viii) collectively, the "Ongoing Accounts"). In any event, WAKE shall be entitled to continue working on any accounts it has received from the Provider prior to receipt of notice of the Provider's intent to terminate this Agreement for the full sixty (60) day notice period. Recalled accounts may be subject to a fee of 10% at the sole discretion of WAKE.

3.3 *No Obligation to Continue Collection.* WAKE shall not be required to perform any work on any new Delinquent Accounts placed with WAKE after WAKE has received notice of the Provider's intent to terminate this Agreement.

3.4 *Termination by the Provider for Breach.* Notwithstanding the provisions of Section 1 and Section 3.1 of this Agreement, the Provider may terminate this Agreement if the Provider determines that WAKE has breached a material term of this Agreement. In the event of a claimed material breach of any other provision of this Agreement by WAKE, the Provider shall give WAKE written notice of the alleged material breach within sixty (60) days of the discovery of the breach. The written notice shall contain specific details for WAKE to investigate and resolve the issue. Upon receipt of the written notice of breach, WAKE shall have sixty (60) days from the

date of any written notice of breach to cure the alleged breach. In the event WAKE cures the alleged breach within the proscribed sixty (60) day period, this Agreement shall remain in full force and effect. If WAKE fails to cure the alleged breach within the sixty (60) day period, this Agreement shall terminate. Notice shall be given in accordance with Section 14 of this Agreement.

3.5 *Termination by WAKE for Breach.* In the event of a claimed material breach of any provision of this Agreement by the Provider, WAKE shall give the Provider written notice of the alleged material breach. The Provider shall have sixty (60) days from the date of any written notice of breach to cure the alleged breach. In the event the Provider cures the alleged breach within the sixty (60) day period, this Agreement shall remain in full force and effect. If the Provider fails to cure the alleged breach within the sixty (60) day period, this Agreement shall terminate. Notice shall be given in accordance with Section 14 of this Agreement.

3.6 *WAKE's Right to Receive Compensation on Certain Accounts After Termination.* The parties hereto expressly agree WAKE shall be entitled to continue receiving compensation after termination of this Agreement for payments received by either WAKE or the Provider on all Ongoing Accounts pursuant to Section 3.2 of this Agreement.

4. **Duties and Responsibilities of WAKE.**

4.1 *Collection Notices.* WAKE shall generate and mail collection notices to the Provider's patients within WAKE's discretion and/or as required by law.

4.2 *Inbound and Outbound Calls.* WAKE shall receive and handle any inbound calls from the Provider's patients concerning such collection notices or Delinquent Accounts and make outgoing calls to the Provider's patients concerning the Delinquent Accounts.

4.3 *Staffing.* WAKE shall dedicate an appropriate number of employees and/or independent contractors to work on the Delinquent Accounts placed with WAKE.

4.4 *Reports.* Upon request, WAKE shall make available to the Provider monthly reports concerning liquidation percentage, closed accounts, status reports, and remittance reports.

4.5 *Restriction on Use and Disclosure of PHI.* WAKE shall not use or further disclose any PHI other than as permitted or required by this Agreement, or as required by law or pending litigation.

4.6 *Safeguarding of PHI.* WAKE shall use appropriate safeguards to prevent the use of disclosure of PHI other than as provided for in this Agreement.

4.7 *Reporting of Unauthorized Use or Disclosure of PHI.* WAKE shall report to the Provider any use or disclosure of PHI not provided for by this Agreement of which WAKE becomes aware.

4.8 *Protection of PHI by Agents and Subcontractors.* WAKE shall ensure that any agents, including any subcontractors, to whom it provides PHI received from, or created or received by WAKE on behalf of the Provider agrees to the same restrictions and conditions that apply to WAKE with respect to such PHI.

4.9 *Access to PHI.* WAKE shall make available PHI in accordance with 45 CFR § 164.524. Within ten (10) days after receipt of a request from the Provider for access to PHI in the possession of WAKE, WAKE shall make such PHI available to the Provider. Within ten (10) days after receipt of a request from an individual for access to PHI in the possession of WAKE, WAKE shall forward such request to the Provider.

4.10 *Amendments to PHI.* Within ten (10) days after receipt of a request from the Provider for an amendment to any PHI, WAKE shall make the requested PHI available to the Provider for amendment and shall incorporate any such amendments into the PHI in accordance with 45 CFR § 164.526. Within ten (10) days after receipt of a request from an individual for an amendment to any PHI, WAKE shall forward such request to the Provider.

4.11 *Accountings.* Within ten (10) days after receipt of notice from the Provider that the Provider has received a request from an individual for an accounting of disclosures of PHI regarding the individual during the six (6) years prior to the date on which the accounting was requested, WAKE shall make available to the Provider such information as is in WAKE's possessions and is required for the Provider to provide an accounting of disclosures of PHI to the individual in accordance with 45 CFR § 164.528.

4.12 *Internal Practices, Books, and Records.* WAKE shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by WAKE on behalf of the Provider available to the Secretary of the Department of Health and Human Services for purposes of determining the Provider's compliance with Subpart E of Part 164 of Title 45 of Code of Federal Regulations.

4.13 *Duties Regarding PHI Upon Termination of this Agreement.* At termination of this Agreement, if feasible, WAKE shall return or destroy all PHI received from or created or received by WAKE on behalf of the Provider that WAKE still maintains in any form and retain no copies of such PHI. If such return or destruction is not feasible, WAKE shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible.

4.14 *Insurance.* WAKE shall maintain a comprehensive general liability and errors and omissions policy customary for corporations engaged in a similar business.

4.15 *Bankruptcies and Proof of Claim filing.* WAKE may file a claim with the Federal Bankruptcy Court for any account in which the consumer has filed a Chapter 13 or Chapter 7 Bankruptcy. The legal compensation rate noted in Section 8 of this contract will be applied to these accounts.

4.16 *Probate Claims.* WAKE may file a claim with the Probate Court on Delinquent Accounts whereby the consumer/patient is deceased. The legal compensation rate noted in Section 8 of this contract will be applied to these accounts.

4.17 *Lawsuits filed on behalf of Provider.* If it is determined that a Delinquent Account assigned to WAKE meets WAKE's requirements to file a lawsuit, WAKE will request the Provider execute a Confirmation of Assignment, Sworn Affidavit, Litigation Agreement or similar document to be used in the legal proceedings. Upon receipt of the executed document from Provider, WAKE will retain legal counsel, and said counsel will have sole discretion in determining the appropriate venue for filing the lawsuit, as well as other procedural decisions related to litigation.

5. Duties and Responsibilities of Provider.

5.1 *Notice of Additional Amounts other than Principal Balance.* Provider shall assign to WAKE accurate balance amounts for Delinquent Accounts. In the event Provider adds additional amounts prior to assignment (i.e. late fees, collection costs, collection fees, interest, etc.), those amounts must be specifically delineated prior to assignment. Provider shall provide a copy of the contract or underlying agreement between Provider and consumer that allows for additional fees enumerated above, unless otherwise allowed by statute or law.

5.2 *Notice of Regulation F Itemization Information.* For purposes of Regulation F compliance, Provider agrees to include the original transaction date (original date of service) and the balance on the original transaction date (the original balance before payments and adjustments) in any account placement file sent to WAKE for collection. Provider also agrees to include in any account placement file sent to WAKE the following additional data to the extent available: (1) Last statement date and the balance on the last statement date; (2) Charge-off date and the balance on the charge-off date; (3) Last payment date and the balance on the last payment date; (4) Judgment date and the balance on the judgment date. If the balance on one or more of these dates differs from the balance placed with WAKE, Provider agrees to include itemized charges to interest, fees, payments, and credits on a consolidated basis for each category.

5.3 *Documentation Requests.* Provider shall respond within ten (10) days to requests for documentation to substantiate and/or validate Delinquent Accounts. In the event that the consumer is requesting verification of the account information or disputing the balance amount, Provider will use its best efforts to respond earlier than ten (10) days.

5.4 *Settlement Authority.* Provider hereby authorizes and grants WAKE settlement authority on its accounts. Without prior approval from Provider, WAKE may at its sole discretion adjust the principal balance of Provider account(s) by no more than Twenty percent (0%) In the event further settlement authority is necessary, WAKE shall contact Provider via e-mail or telephone, and request authority beyond a Twenty percent (20%) reduction of the principal balance. If Provider does not respond within thirty (30) days to WAKE's request for additional settlement authority, WAKE shall be allowed full decision-making authority for Provider's account(s). Further, if WAKE has filed a lawsuit, and Provider fails to provide documentation or a witness to support the lawsuit, WAKE shall have full authority to settle for any amount deemed necessary. Should it be necessary to dismiss the lawsuit for failure to provide documentation or a

witness, Provider may be billed for court costs expended (including, but not limited to, filing fees, court costs, and service fees).

5.5 *Preparation and Delivery of Accountings.* It shall be the sole responsibility of the Provider to timely prepare and deliver any accounting requested pursuant to 45 CFR § 164.528.

5.6 *Decisions Concerning Access to PHI.* If an individual has requested access to PHI directly from WAKE, and WAKE has forwarded such request to the Provider in accordance with Section 4.11 of this Agreement, it shall be the sole responsibility of the Provider to determine whether to grant or deny such access.

5.7 *Amendment of PHI.* If an individual has requested an amendment to PHI directly from WAKE, and WAKE has forwarded such request to the Provider in accordance with Section 4.12 of this Agreement, it shall be the sole responsibility of the Provider to determine whether to allow or disallow such amendment.

5.8 *Exclusivity.* Provider agrees that throughout the term of this Agreement it will not use the services of any collection agency, corporation, entity, or person other than WAKE for debt recovery of Delinquent Accounts for which WAKE is already providing collection services. This provision does not prohibit Provider, during the term hereof, from entering into agreements with other entities for comparable or competitive services which may be utilized effective upon the expiration or termination of this Agreement.

6. **Representations and Warranties of Provider.** The Provider hereby represents and warrants to WAKE as follows:

6.1 *Bankruptcies.* Provider shall not place any accounts with WAKE that, as of the date of placement, are included in any proceeding under the United States Bankruptcy Code which has been initiated on behalf of any individual or entity associated with the accounts.

6.2 *Attorney Representation.* Provider shall notify WAKE of such attorney representation at the time the Provider places any of such patient's accounts with WAKE. If the Provider has any information concerning an attorney's representation of a patient/consumer or other Responsible party prior to the placement of the Delinquent Account with WAKE, the Provider shall include all contact information, including the attorney's name, address, and telephone number, as well as any legal correspondence received by Provider prior to placement of the Delinquent Account with WAKE.

6.3 *Accurate Information and Payments.* Provider warrants the accuracy, integrity, validity, and legal enforceability of all information and accounts it places with WAKE for collection. Any amendments that become known to the Provider must be reported to WAKE within fifteen (15) days of the discovery of such amendments. If Provider receives payment on Delinquent Accounts, it shall report said payment to WAKE on a weekly basis pursuant to Section 9 (Notice of Payment Information) below. Provider shall use best efforts to avoid placing

Delinquent Accounts that are covered by Medicaid in jurisdictions where a patient is not responsible for any amount incurred while eligible for Medicaid coverage.

6.4 *No Surprise Act Compliance.* Provider agrees to comply with the No Surprise Act (Title I "No Surprises Act" of Division BB of the Consolidated Appropriations Act, 2021 (CAA) amended title XXVII of the Public Health Service Act (PHS Act)) in all respects prior to placing an account with WAKE for collection.

6.5 *Consents and Authorizations.* Prior to disclosing any PHI to WAKE, the Provider shall obtain all required consents and authorizations pursuant to 45 CFR §164.506 and 45 CFR §164.508 respectively, sufficient to permit the disclosure of PHI from the Provider to WAKE, and to permit WAKE to perform its duties pursuant to the terms of this Agreement.

6.6 *No Restrictions.* The Provider shall not place any account with WAKE if the Provider has agreed to any individual's request to restrict the use or disclosure of PHI connected with such account pursuant to 45 CFR §164.522.

6.7 *Organization and Authority.* The Provider is a corporation validly incorporated under the laws of the State Illinois and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Provider shall assign Delinquent Accounts to WAKE utilizing a true legal entity name. For clarity, a true legal entity name means either the Provider's registered name with its respective Secretary of State, or a registered trademark/DBA name. If Provider is not registered with a Secretary of State, then the true legal name shall be the name in which Provider uses when it sends invoices to patients directly. Provider shall notify WAKE within ten (10) business days if there has been a change in the legal entity name or status of Provider, so that WAKE may update its records and accounts accordingly. Provider's true legal entity name is _____

Provider may use the following registered trademark/DBA name _____

This Agreement has been duly executed and delivered by the Provider and constitutes a legal, valid, and binding obligation of the Provider, enforceable against it in accordance with these terms.

7. **Representations and Warranties of WAKE.** WAKE hereby represents and warrants to the Provider as follows:

7.1 *Organization and Authority.* WAKE is a corporation validly incorporated under the laws of the State of Colorado and has all requisite power and authority to enter into this Agreement and to perform its obligation hereunder. This Agreement has been duly executed and delivered by WAKE and constitutes a legal, valid, and binding obligation of WAKE, enforceable against it in accordance with its terms.

7.2 WAKE will perform its collection efforts on Delinquent Accounts in accordance with all federal, state, and local laws and regulations.

8. Compensation. WAKE shall retain all statutory fees, attorneys' fees, pre-judgment and post-judgment interest and costs where allowable and sought by WAKE.

8.1 First Placement Non-Legal Accounts. Provider shall compensate WAKE at a Thirty three percent (28%) contingency fee of amounts recovered on Delinquent Accounts whereby no legal action was required.

8.2 First Placement Legal Accounts. Provider shall compensate WAKE at a Forty percent (45%) contingency fee of amounts recovered on Delinquent Accounts that are after legal action has been approved by the Provider, and an attorney demand letter has been sent by WAKE's attorney. WAKE will advance all court costs and attorney fees for approved litigation work and shall be entitled to keep all said costs and fees recovered.

9. Notice of Payments to Provider. Provider shall transmit a weekly report to WAKE listing the following information for each account on which a payment was received by the Provider (hereafter referred to as "Direct Payments") during the prior week: (1) Amount of the payment; (2) Name of the patient or the guarantor of the patient's account; and (3) Provider's account number. Provider's duties with respect to Direct Payments shall continue after termination of this Agreement and WAKE shall be entitled to compensation pursuant to Section 3.6 of this Agreement.

9.1 Reconciliation and Audits. Provider shall make available information and resources for WAKE to perform an annual reconciliation and audit of the full inventory of Delinquent Accounts. The annual reconciliation shall be in accordance with WAKE's financial compliance policies and procedures.

10. Payment of Fees. All monies received by either Provider or WAKE on Delinquent Accounts, shall be subject to the agreed upon "Compensation" provisions in Section 8 of this Agreement and will be calculated and distributed as follows.

10.1 Contingency Fees. Contingency fees will be assessed and collected daily as payments for Delinquent Accounts are received and posted.

10.2 Monthly Remittance. WAKE shall submit a remittance statement and trust check monthly. Such statement shall include account number, name, date of payment, amount of payment, amount due to Provider, amount due to WAKE, and balance remaining.

10.3 Endorsement of Payments. WAKE shall have the right to endorse on Provider's behalf all financial instruments received by WAKE for payment on Provider's accounts, including checks and other items made payable to Provider.

10.4 Net Remittance. Parties agree to a net remittance arrangement wherein WAKE remits all net monies collected within a given month to the Provider, minus WAKE's fee.

10.5 Non-Payment Penalties. Provider shall remit payment in full on all invoices received from WAKE by the last day of the month following the invoice date. Any fees remaining

unpaid after thirty (30) days from the date of the invoice shall accrue interest at 1.5% per month. If Provider pays a lesser amount than the amount due under this Agreement, WAKE reserves the right to apply payments at its discretion to the earliest amount due. No endorsement or statement on or accompanying any check or payment will be deemed an accord and satisfaction, and WAKE may accept the check or payment without prejudice to WAKE's right to recover any outstanding balance due or pursue any other remedy permitted under this Agreement. If collection procedures are required, Provider agrees to pay all expenses of collection which shall be deemed to be fifty percent (50%) of the total outstanding amount due and all reasonable attorneys' fees and costs incurred by WAKE in connection with such collection proceeding, regardless of whether a suit is filed.

Provider's duties under Section 10 of this Agreement shall continue after termination of this Agreement and WAKE shall be entitled to compensation pursuant to Section 3.6 of this Agreement.

11. **Confidentiality.** The parties agree to keep all the terms of this Agreement strictly confidential, including without limitation, the Compensation terms contained in Section 8 of this Agreement. The parties further agree to maintain the confidentiality of any confidential information and/or trade secrets that they may learn about each other throughout the course of this Agreement, including without limitation, the terms of any contracts that the other party may have with any third parties. In the event WAKE/Provider is compelled by a court, administrative agency, or other governmental body to disclose any confidential information, WAKE/Provider will provide the other party with prompt notice so it may take whatever action it believes is appropriate to protect its rights.

12. **No Third-Party Beneficiaries.** The parties hereby expressly understand and agree that individuals whose PHI is disclosed by the Provider to the WAKE are not intended to be third party beneficiaries of this Agreement.

13. **Independent Contractor Status.** The parties hereto expressly agree that in performing its duties under this Agreement, WAKE is acting as an independent contractor of the Provider. Nothing contained herein is intended, nor shall it be construed to create a joint venture relationship, a partnership, or an employer-employee relationship between the parties.

14. **Notices.** All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first-class certified mail, return receipt requested, postage prepaid, addressed as follows:

A) If to WAKE, to:	With a copy to: <i>(which shall not constitute notice)</i>
Wakefield and Associates, LLC Attn: Vince Raine, Senior Vice President, Business Development 7005 Middlebrook Pike	Attn: Karen Scheibe Eliason General Counsel/CCO 10800 E. Bethany Drive, Suite 450 Aurora, CO 80014

Knoxville, TN 37909

B) If to the Provider, to:

With a copy to:
(which shall not constitute notice)

_____	_____
_____	_____
_____	_____
_____	_____

Such addresses may be changed by written notice sent to the other party at the last recorded address of that party.

15. **Assignment, Novation and Other Dealings.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns, without the need for prior express consent. The parties understand and acknowledge that in the event of a merger, acquisition or consolidation of business, this Agreement shall remain in full force and effect and any and all benefits or obligations hereunder shall be transferred to necessary third parties so that business may continue uninterrupted.

16. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to constitute a waiver of any subsequent breach of the same or another provision of this Agreement, and all parties shall retain their rights to seek enforcement of this Agreement for any subsequent breach.

17. **Voluntary Agreement.** The parties understand this Agreement is executed voluntarily with full knowledge of the consequences and implications of their obligations contained herein, and that they have carefully and thoroughly reviewed this Agreement in its entirety.

18. **Warranty of Authority.** The undersigned parties warrant and represent that they are authorized to execute this Agreement on behalf of the respective parties.

19. **Execution in Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

20. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

21. **Enforcement.** If either party resorts to legal action to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of the action, including without limitation, reasonable attorneys' fees.

22. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

23. **Mutual Indemnification.** WAKE shall indemnify and hold harmless Provider, its affiliates, shareholders, officers, and employees from and against any and all losses, damages, penalties, fines, and claims (including attorney's fees and costs of settlement), whether private, state or federal related to or arising out of WAKE's collection activities, if said collection activities are the basis of a cause of action against Provider, its affiliates, shareholders, officers, employees or contractors. Provider shall indemnify and hold harmless WAKE, its affiliates, shareholders, officers, and employees from and against any and all losses, damages, penalties, fines and claims (including attorney's fees and costs of settlement), whether private, state or federal related to or arising out of Provider's inaccuracies in Delinquent Account information (including, but not limited to, balance amounts, account in bankruptcy at time of placement, accounts paid in full prior to placement, insurance adjustments, etc.) if such inaccuracies are the basis of a cause of action against WAKE, its affiliates, shareholders, officers, employees or contractors.

24. **Media Communications.** The parties agree to refrain from making, causing to be made, publishing, ratifying, or endorsing any public or non-confidential statement made with respect to each other, without first obtaining prior express consent. Further, the parties hereto agree to maintain confidentiality with respect to any communication with the media in accordance with Section 11.

25. **Telephone Consumer Protection Act ("TCPA") Consent Language Requirement.** Provider shall include appropriate consent language in its admission forms and documents to obtain prior express consent for any phone number provided to WAKE to pursue collection of Delinquent Accounts. Provider agrees that it will not skip trace phone numbers for Delinquent Accounts, and it will use best efforts to notate whether the phone number was provided by the patient or guarantor.

26. **Further Assurances.** The parties hereto agree to execute such other instruments, documents or agreements as may be reasonable, necessary, or desirable for the implementation of this Agreement and the consummation of the transactions contemplated herein.

27. **Entire Agreement.** This Agreement embodies the entire agreement of the parties hereto and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof. There are no agreements, representations, or warranties of any kind, except as expressly set forth in this Agreement. The parties acknowledge that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and the advice of their own respective legal counsel and except for representations expressly set forth herein. The parties agree they have not been influenced by any other representation or statement.

28. **Amendment.** No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by each of the parties hereto.

29. **Gender and Number.** Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

30. **Headings Descriptive.** The headings of the several sections of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date referenced on page one of this document.

WAKEFIELD AND ASSOCIATES, LLC

By: _____
Name: _____
Title: _____

Date: _____

[Provider]

By: _____
Name: _____
Title: _____

Date: _____

RESOLUTION NO. _____

***RESOLUTION PERMANENTLY DEDICATING A PORTION OF
LOGAN AVE. AS,
“JEFF SMITH MEMORIAL AVENUE”***

WHEREAS, Jeff Smith was a resident of the City of Belvidere, Boone County Illinois; and

WHEREAS, Jeff Smith honorably served this Nation as a member of the United States Marine Corps and served with bravery and distinction during the Vietnam War; and

WHEREAS, Jeff Smith is the only known City of Belvidere resident to pay the ultimate sacrifice, killed in action on March 7, 1968, during the Vietnam War; and

WHEREAS, it is just, right and long overdue to recognize Jeff Smith and all members of the armed forces who served and have paid the ultimate sacrifice protecting the rights, privileges and freedoms that we as Americans enjoy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE AS FOLLOWS:

- Section 1:** The Mayor, Belvidere City Council and the citizens of Belvidere acknowledge our community is blessed to have brave men and women serving in in this Nations Armed Forces and are especially grateful for those that pay the ultimate sacrifice in defense of our and others' freedoms.
- Section 2:** Be it known, from now on Logan Ave. between South State Street and Belvidere Road is hereby dedicated as “Jeff Smith Memorial Avenue.”
- Section 3:** The City of Belvidere also, in honor and memory of Jeff Smith, recognizes and welcomes home all of his fellow Vietnam Veterans with long overdue gratitude and appreciation for service to our great Nation
- Section 4:** The City of Belvidere’s Public Works Department shall install and maintain signs designating “Jeff Smith Memorial Ave.” as a reflection of our community’s sincere gratitude to Jeff Smith, his family and all members of the Armed Services who have paid the ultimate sacrifice.

Adopted by the City of Belvidere, Illinois this Day of 2023.

Clinton Morris, Mayor

Attest: _____
Sarah Turnipseed, City Clerk

Ayes:
Nays:
Absent:

To: Mayor and City Council
From: John Albertini 1st Ward Alderman
Date: 7/11/2023
Re: Change of City Council Hours

I would like to make a motion to change City Council Meeting hours.

Would like to see regular Monday council meetings to start at 6:00 PM

John Albertini
1st Ward Alderman