

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **United Collection Service, Inc**, located at 106 Commerce St., Suite 106, Lake Mary, FL 32746, possessing FEIN# 20-2834417 (hereinafter referred to as “FIRM”) under seal for the Debt Collection Services for Fire-Rescue, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #18P-035 - Debt Collection Services for Fire-Rescue, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Certificate of Insurance and Notice to Proceed.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence on January 1, 2018 and upon COUNTY’s Board of County Commissioners' approval, and shall expire on December 31, 2022, with an optional five (5) year renewal upon mutual agreement (“Term”). All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. As per specifications and requirements of project 13P-039, FIRM shall provide Debt Collection Services for Marion County Fire Rescue and complete the scope of services as detailed in Exhibit A - Scope of Service and according to the timeframe as noted herein.

Section 5 – Compensation. Compensation will be 17.5% of all debt collected (the “Agreement Price”). COUNTY shall make payment to FIRM under COUNTY’s established procedure, upon completion of the services or receipt of product as described in Section 4 of this agreement. There shall be no provisions for pricing adjustments.

Section 6 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. COUNTY’S and FIRM’S representatives for notice purposes are:

FIRM: United Collection Service, Inc
106 Commerce St., Ste. 106,
Lake Mary, FL 32746
CONTACT PERSON: Thomas Hynes
407-833-8900 | E-mail: tph@cfl.rr.com

COUNTY: Marion County Fire-Rescue
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave.
Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St, Ocala, FL 34471
Email: procurement@marioncountyfl.org

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions. COUNTY shall have a right to review such records at FIRM’s office during normal business hours.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Office of Public Information
601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: PIO@marioncountyfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any

person or persons arising from or in connection with any negligent act or omission of FIRM or its employees, officers, or agents in performing the Work set forth herein. A bond for indemnification may be required.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation policy. The Marion County Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

Business Auto Liability with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as Additional Insured.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, FIRM shall replace the same without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by FIRM is subject to review for the most current version of the State or Federal

policies at the time of the award of this Agreement. By previously signing the ITB Acknowledgment and Addenda Certification Form and this Agreement, FIRM has agreed to perform in accordance with these requirements and agrees:

- A. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
- B. To provide to COUNTY, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- C. To require each subcontractor that performs services under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the contract between FIRM and the subcontractor, whichever is later. FIRM shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
- D. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Services**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST: **MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

 DAVID R. ELLSPERMANN, DATE
 CLERK OF COURT

 KATHY BRYANT DATE
 CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED:
 December 21, 2017
 18P-035 | Debt Collection Services for Fire-Rescue

 MATTHEW G. MINTER, DATE
 MARION COUNTY ATTORNEY

WITNESS: **UNITED COLLECTION SERVICE, INC.**

 SIGNATURE

 BY: DATE

 PRINTED NAME

 PRINTED:

WITNESS:

 ITS: (TITLE)

 SIGNATURE

 PRINTED NAME

RFP 18P-035

Debt Collection Services for Fire Rescue

SCOPE OF SERVICES

MAGNITUDE OF CONTRACT

On an annual basis, MCFR has approximately \$4,000,000 in outstanding bills. This figure represents an order of magnitude for bidding purposes only and is not to be taken as a guarantee in any way.

MCFR currently has a backlog of claims. FIRM will be required to start working these claims immediately upon award.

1. SCOPE OF SERVICES - FIRM will perform legal collection services for MCFR on certain accounts, under the guidance of the Fair Debt Collection Practices Act (FDCPA). MCFR provides billable services for patient emergency transports as designated and approved by the MCFR. Accounts are considered delinquent after 75 days in which time an original invoice and two (2) statements have been issued. The department averages 100 transports a day of which approximately 25% become delinquent. During the past 2 -3 years an average of about 25% have become delinquent on an annual basis or \$4,000,000. In most cases, delinquent accounts are self-pay accounts by uninsured patients. However, there are some patients that have insurance but have balances their insurance company will not cover.

1. MCFR will assign to FIRM the collection of certain accounts (hereafter “Bad Debt accounts”) that are true, correct, due, and unpaid.
2. FIRM shall have full authority to perform all legal acts necessary to effect the collection of accounts (the “Collection Services”), and in furtherance thereof is authorized as follows:
 - To receive payments made on the accounts, payable to FIRM
 - To arrange for payments by the debtor under such terms as FIRM deems appropriate for any account;
 - To place information regarding the accounts with one or more Credit Bureaus as legally authorized;
 - To make every effort to locate and correct any billing addresses on “return mail” received to assure debtor/guarantors are in receipt of the collection actions being taken to obtain payment.
3. Accounts will remain with FIRM until such time as the account is paid in full. COUNTY or its designee will turn new accounts over to FIRM when the account is deemed as bad debt.
4. FIRM shall perform collection services for any account referred by the MCFR without regard to the amount of the debt.
5. FIRM shall have the ability to verify and bill patient insurance.
6. FIRM must stop all collection activity immediately when notified to cancel accounts. MCFR reserves the right to re-evaluate, adjust, cancel, or recall any account assigned for collection to FIRM with or without cause.
7. All copying, faxing, postal costs, etc. of any kind are to be provided by FIRM and reflected in the bid amounts. The sole compensation to FIRM shall be at the rates specified in the Contract.
8. FIRM shall be responsible for contacting the sender of monies when there is insufficient information to identify the case for which payment is sent.
9. FIRM shall be responsible for collecting on any dishonored items received and processed. All checks must clear the bank before FIRM sends the monthly payment to COUNTY, as specified under the payment provisions. As a collection agent for the COUNTY, FIRM may collect the service fee for any dishonored check, authorized by Florida Statute 125.0105.
10. FIRM shall inform customers to make remittance to be collected by FIRM payable to FIRM. FIRM may take credit card payments. There shall be no additional charges to COUNTY for credit card payments accepted by FIRM.
11. FIRM shall be fully responsible for all work performed under the Contract.
12. Unless otherwise required by the Florida Sunshine law, all information acquired by FIRM in the course of performing the Services shall be confidential, and shall not be open to examination by the public for any purpose without prior approval from COUNTY. FIRM shall maintain off-site backup storage of Marion County files and records that is secure from environmental and other hazards. All information provided to FIRM is to be used solely for the purpose of collection of those accounts. FIRM shall be required to assume responsibility for the

safety and security of all records provided by COUNTY. All information must be securely stored in a manner to prevent access by unauthorized persons.

13. Unless prohibited by applicable law, COUNTY retains all rights to all data, reports, programs, designs and other results of the Contract. COUNTY reserves first publication rights to any products of this Contract and COUNTY may place the products in the public domain without permission of FIRM. Nothing herein shall be construed to limit the application of Florida Statutes, Chapter 119, the Public Records Act, by FIRM to the materials produced in connection with the Contract. Failure by FIRM to abide by provisions of Public Records Laws may result in termination of the Contract.

14. There will be no charge to COUNTY if FIRM is unable to recover monies on accounts assigned. No adjustment to the fee will be made during the term of the Contract.

15. All usual and customary costs incurred as a result of collecting accounts shall be the sole responsibility of FIRM. Any costs of automation equipment, installation of data lines, printing, postage and equipment costs, etc. will be borne by FIRM.

16. FIRM shall not add a charge of any kind to an assigned account except for the aforementioned bad check charges in accordance with Paragraph 9.

17. FIRM's staff will work with MCFR staff to facilitate transmission of pertinent information between COUNTY and FIRM. At inception, and throughout the Contract period, some data may be delivered by hard copy, electronic or disk, depending on the capability of the software and programs between COUNTY and FIRM.

18. FIRM shall designate a Collection/Project Manager who will have responsibility for FIRM's performance and will be directly responsible for coordinating efforts with MCFR.

19. FIRM must provide for immediate telephone contact with the Collection/Project Management during County Business hours of 8:00 AM to 5:00 PM. A maximum of one (1) hour turnaround time for responses to inquiries will be required.

20. A written response shall be provided to all complaints received by COUNTY of any alleged action taken by FIRM and/or its agents. The response shall be provided by the Collection/Project Manager and shall be received by MCFR within ten (10) days from the date the request is sent to FIRM. The response shall address all questions and statements made by MCFR concerning the alleged actions.

21. Marion County personnel shall have the right to visit the office of FIRM and/or its agents periodically for inspection of the facilities and operation used in the performance of any Services under this Contract.

22. FIRM, at the request of COUNTY, may be asked to attend meetings to discuss the collection of delinquent debt

23. Personnel shall be competent, qualified and experienced to assure an aggressive, vigorous collection effort with a substantial likelihood of success.

24. FIRM shall have bilingual capability in Spanish and English.

25. FIRM shall have the capability to effect collections in all 50 states, U.S. territories or commonwealths, Caribbean nations and Canada. FIRM shall meet interstate collections requirements, which may include being certified, insured, licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.

26. FIRM shall not settle any account for less than the full amount owed, unless otherwise directed in writing, by COUNTY. Obtain prior specific written consent of COUNTY prior to negotiating a final settlement or before otherwise compromising any account.

27. FIRM shall attempt to collect all account balances due as well as attempt to assess debtor's ability to repay the debt, and if necessary, extend time payments.

28. FIRM shall accept a hard copy or electronic information pertaining to any County account that is being transferred to FIRM for collection. FIRM shall also have the capability to accept electronic transfer of information from COUNTY's billing FIRM(s). Format of File from billing FIRM to Collection Agency: Text File ANSI Formatting.

29. FIRM shall be in compliance with respect to HCFA (Healthcare Financing Administration), CMS (Center Medical Services), HIPPA (Health Insurance Portability and Accountability Act) and the Social Security Act, concerning citizens' privacy of information.

30. FIRM will appoint a main contact person to supervise the accounts and provide a direct telephone and fax number to this person and be sure this person maintains open communication with COUNTY designated fiscal representative at all times.

31. FIRM must maintain account history notes that document communications between its representative and the debtor/guarantors via telephone or written correspondence being worked.

32. Should the Contract terminate or expire, either by request or by limits set within the Contract, FIRM will provide, to COUNTY, a complete accessible download of all open accounts in a Microsoft Excel format to ensure that COUNTY can continue in a professional business manner for our citizens.

This Scope of Services represents a minimum effort required by FIRM and shall not limit FIRM's use of its proprietary accounts receivable collections systems, including modifications as required by Federal, State or local laws or its usual and customary practices.

The accounts will be placed with FIRM for as long as both COUNTY and FIRM deem necessary. Upon COUNTY's request, FIRM will return to COUNTY:

- Any account placed in error when FIRM is so notified by COUNTY;
- Accounts where it is determined that the debtor is deceased and there are no assets or an estate or any other liable party.

3. REPORTS AND STATEMENTS REQUIRED - Reports to be provided to MCFR shall include, but not be limited to:

1. Acknowledgment Report – This report is to be sent by FIRM verifying that FIRM has received the referrals sent by MCFR. A listing, in alphabetical order, of the accounts referred showing the account name, account number, selected debtor file number, account balance and date referred. The report shall be summarized by type of account, showing the total accounts referred and the total value of accounts referred. This report shall be submitted within seven (7) working days after accounts have been transferred.

2. Report of Referrals of Bad Debt Accounts – This report will be provided to MCFR by the 5th of each month for the preceding month. The parameters for such a report will be agreed upon by COUNTY and FIRM to insure the ability of uploading the account information by FIRM's AR Collection System.

3. Monthly Remittance Report – A listing, in alphabetical order, of the account name, account number, FIRM file number, credits to the accounts (for accounts involving litigation, recovered costs), total gross amount collected and paid directly to FIRM, balance due and FIRM fees associated with the collections. This report shall be by type of account, showing totals for all number and value categories. This report shall be submitted monthly, within ten (10) working days after the end of each month.

4. Fiscal Year Semi-Annual Collection Report Summary – This report will be provided by FIRM to reflect monthly collection, by account number, the last six (6) months of percentage totals, dollar amounts collected for each month and the remaining total balance of AR to be worked for each account number. The reports will be submitted no later than February 30th of the current year and September 30th of the following year.

5. Performance Report – This report will be provided by FIRM monthly, with a summary of aged receivables, by account number. The report will show the number of accounts assigned, collected, collection rate, and the number with percentage returned. This report shall be submitted to by the 5th of each month for the preceding month.

6. Close and Return Report – This report will be provided by FIRM indicating the accounts that have been determined to be closed and returned for any reason. The report will provide the Debtor/guarantor name, account number, balance due, if reported to credit and any legal action recommendations, such as bankruptcy, deceased or accounts recalled by MCFR. If the debtor is bankrupt, the bankruptcy case number shall be indicated. If the debtor is deceased, an indication as to the status of the estate. The report will also indicate if collection activity has ceased for any reason other than those described and outlined above. This report shall be submitted by the 5th of each month for the preceding month.

4. COUNTY RESPONSIBILITIES - COUNTY's responsibilities shall include:

1. Provide the necessary information on a monthly basis for those accounts that are reviewed as needing further collection action in order to collect the balance due.

2. Refer any calls or correspondence received directly on "Bad Debt Accounts" that have been referred to FIRM. All calls and correspondence received on these accounts will be told to contact FIRM directly.

3. Upon the assignment of accounts to FIRM, COUNTY will not be expected to provide any further assistance in the collection of these accounts. COUNTY will cease written and telephonic communications with the account debtors that have been transferred to FIRM.

4. Provide FIRM with information reasonably necessary for FIRM to perform the Services, including, but not limited to, any communications regarding the accounts received from the account debtor or any third party either prior to or subsequent to the assignment of the account to which such communication relates and the date of delinquency for each account.
5. Have the discretion to determine at what point an account is considered delinquent and how many days delinquent the account must be in order to transfer it to FIRM. FIRM shall accept such account transfers as valid transfers, without need to seek or validate such departmental decisions.
6. Determine the most effective, timely and equitable method of assigning accounts to FIRM.
7. Reserve the right to exercise sole discretion as to which accounts will be transferred to FIRM.
8. Notify FIRM of any adjustments or corrections made to the amount due.
9. Not provide any further assistance in the collection of accounts, once an account is transferred to FIRM, notwithstanding ongoing administrative support, as necessary, for access to County records pre and post account transfer.
10. Provide written communications with FIRM of any payments received from the debtor directly in order to update the account.
11. COUNTY reserves the right to change any portion of the Services outlined herein if there are changes in federal or state law, County Ordinance, written rule, resolution or administrative policy or procedure.

5. PAYMENT PROVISIONS - The payment provisions shall be as follows:

1. FIRM shall receive a percentage of the gross amounts collected on old and new account balances referred by the MCFR. Payment for the fee will be made on a monthly basis via a check issued by COUNTY. FIRM will issue a monthly remittance report and statement along with an invoice for the amount owed to FIRM.
2. A settlement fee will be charged for all returned accounts requested by COUNTY that FIRM has initiated or had a role in effecting collection on the referred account. This fee will be less than the standard contingency fee. Payment of the fee will be made on a monthly basis via a check. FIRM will issue a monthly remittance report and statement along with an invoice for the amount owed to FIRM.
3. FIRM will provide locate services to COUNTY for a fee per successful locate of all mail return accounts COUNTY requests assistance on, that are not referred for direct collection. Payment for the fee will be made via a check on a monthly basis. FIRM will issue a monthly remittance report and statement along with an invoice for the amount owed to FIRM.
4. The monthly statements of collections shall contain remittance number, gross amount collected by FIRM, fees charged by FIRM, any reimbursements from debtors for fees and costs (as allowed by State Statutes) and net amount due to FIRM. The statement shall also have an invoice attached to it indicating the amount owed to FIRM and payment will be made to FIRM via a check. Attached to the statement shall be FIRM's check(s) for the gross amount collected, payable to: **Marion County Fire Rescue**.