

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 2023-1

Passed January 3, 2023

VILLAGE OF WESTON, WOOD COUNTY, OHIO RESOLUTION NO. 2023-1

A RESOLUTION APPROVING AND AUTHORIZING THE FISCAL OFFICER TO EXECUTE ITx COLLECTION SERVICE AGREEMENT

WHEREAS, the Village of Weston is a statutory village located in Wood County, Ohio and

WHEREAS, the Village of Weston has powers of local self-government pursuant to Article XVIII, Section 3 of the Ohio Constitution, and

WHEREAS, the State Collection & Recovery Services, LLC., became a wholly owned subsidiary of Intellihartx, LLC (DBA ITx companies), and

WHEREAS, the council desires to contract with ITx for collection services.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Weston, Wood County, Ohio, that:

Section 1. The attached collection service agreement between the Village of Weston and the ITx is hereby approved, and the Fiscal Officer is hereby authorized to execute the service agreement, and all other documents necessary to the agreement.

SECTION 4. It is hereby found and determined that all formal actions of Council concerning and relating to the passage of this resolution were adopted in open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such a formal actions were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Revised Code of Ohio.

SECTION 5. This measure is an emergency measure necessary for the immediate preservation of the health, safety and welfare of the Village for the reason that the agreement is time sensitive.

Date 1/3/2023

Vote On Emergency: Ayes 5 Nays 0 Abstain 0

Vote On Measure: Ayes 5 Nays 0 Abstain 0

Absent
Council President

[Signature]
Mayor

Attest:

[Signature]
Fiscal Officer

CERTIFICATION

I HEREBY CERTIFY THIS TO BE A TRUE AND ACCURATE COPY OF THE VILLAGE OF WESTON RESOLUTION NUMBER 2023-1, AND THAT THERE IS NO NEWSPAPER PUBLISHED IN THE VILLAGE OF WESTON, AND THAT PUBLICATION OF THIS ORDINANCE WAS MADE BY POSTING IT AT THE FIVE PUBLIC PLACES DESIGNATED BY ORDINANCE 2023-1.

[Signature]
CLERK, VILLAGE OF WESTON

COLLECTION SERVICE AGREEMENT

This Collection Service Agreement (the "Agreement") is made by and between

[enter business name:] Village of Weston
with the address of:

[enter business address:] 13234 Main St, PO Box 354, Weston, OH 43569
(referred to herein as "Client") and ITx Healthcare, LLC (d.b.a. State Collection & Recovery Services), wholly owned by IntelliHARTx, LLC, an Ohio limited liability company with a local address of 136 North Ridge Street, Suite B, Monroeville, Ohio 44847 (referred to herein as "ITx"). ITx Healthcare, LLC headquarters are located at 129 E. Crawford St, Findlay, OH 45840

A. Whereas Client has outstanding accounts due and owing to Client ("Accounts") which Client desires to place with ITx for collection in accordance with the terms and conditions set forth in the documents evidencing such Accounts and the terms and conditions set forth in this Agreement.

B. Whereas ITx provides collection services and is interested in serving as a collection agent with respect to any and all Accounts referred to it by Client in accordance with the terms and conditions set forth in the documents evidencing such Accounts and the terms and conditions set forth in this Agreement.

Now therefore, in consideration of the mutual covenants contained herein, Client and ITx (the "Parties") enter into the following agreement:

I. Client's Covenants

A. Client agrees that it will refer certain delinquent Accounts to ITx on a periodic basis. All Accounts forwarded to ITx are warranted by Client to be valid and legally enforceable debts and that Client, both before and after forwarding said Accounts, complied with all applicable federal and state laws with respect thereto. Further, Client agrees to provide, upon request of ITx, a written verification of the Account, including but not limited to a copy of the judgment, if any, on which it is based and any other pertinent information to enable ITx to verify a disputed Account. The referral of Accounts will not be an assignment of the Accounts and does not vest an ownership interest in the Accounts to ITx or any other interest of any kind.

When placing accounts with ITx, Client shall provide, in a convenient and acceptable format, the following information: the responsible party's (debtor) name, Social Security Numbers, current or last known address, debtor's and relative's last known telephone number, debtor's last known employment, patient name (if other than the debtor), service address, Client's account number, date of last service, date of last payment, balance owing and any other information which Client may deem pertinent to effect recovery of the account. Should Client receive updated information about the debtor, including but not limited to contact information, notice of attorney representation, the status of a bankruptcy, or any other information pertinent to the collection of the Account, Client shall forward this information to ITx as soon as practicable.

Accounts placed by Client and accepted by ITx for collection may be withdrawn from ITx at any time upon written notice. However, notice of the intent to withdraw said accounts must be

provided to ITx at least ten (10) days prior to intended withdrawal. Furthermore, accounts upon which ITx has effectively secured a payment plan, lien or garnishment will remain with ITx until the payment plan, lien or garnishment have expired or been paid in full. ITx reserves the right to cancel and return any Account for any reason.

B. ITx shall be entitled to commission on all monies collected, including insurance payments, in accordance with its fee schedule set forth in the Addendum attached hereto and incorporated herein, whether paid directly to Client, or to ITx. Client must report all payments, including insurance payments, made directly to Client within two (2) business days of receipt of such payments.

C. In order to prevent compromising ITx's collection efforts, Client grants ITx control of the collection of the Accounts and agrees to cease communication with the debtor, and to immediately refer all debtor-initiated contact with Client to ITx. Client shall obtain debtor's identity, home address and telephone, or other telephone number (including written permission to call cell phones) and immediately relay the information to ITx.

D. The Client authorizes ITx to use discretionary judgment in settling Accounts as paid in full after one hundred and eighty (180) days of collection effort if no payments have been received on the Accounts. A settlement in full of the Accounts shall not be less than fifty percent (50%) of the Account balance at the time of initial placement unless otherwise agreed to by Client and ITx. ITx shall be entitled to its standard commission on all collected amounts, including settled amounts.

E. Client represents that at the time the assigned Account is placed with ITx, there is no active dispute of which Client is aware. Client also represents that upon notification of a dispute from any person involving the assigned Account, Client shall promptly notify ITx.

F. Client represents that at the time the assigned Account is placed with ITx, Client has not received notice that the assigned Account or person responsible for payment of the assigned Account is involved in bankruptcy. Client also represents that upon notification of a bankruptcy involving the assigned Account or any person responsible for payment of the assigned Account, Client shall promptly notify ITx.

G. Client represents that at the time the assigned Account is placed with ITx, Client has not received a request from any person to cease and desist communications with respect to the Assigned account. Client also represents that upon notification of a request from any person to cease and desist communications involving the assigned Account, Client shall promptly notify ITx.

H. Client represents that at the time the assigned Account is placed with ITx, Client has not received notice that the person responsible for payment of the assigned Account is represented by an attorney in connection with the assigned Account. Client also represents that upon notification that the person responsible for payment of the assigned Account is represented by an attorney, Client shall promptly notify ITx.

II. ITx Covenants

A. ITx will use its best effort to effect collection of Client's Accounts and all collection activity shall be performed in compliance with applicable federal, state, and local laws governing debt collection practices, including the Fair Debt Collection Practices Act.

B. No litigation, with respect to any Account referred hereunder, shall be instituted in any court by ITx without the express written consent of Client. When appropriate, ITx will forward to Client for its review and signature an Authorization for Legal Action. Client agrees to review and execute the Authorization for Legal Action in a timely manner and return it to ITx along with an Assignment of Account. Client further agrees to be responsible for the costs of filing said litigation, including but not limited to, courts costs and filing fees.

C. ITx will issue, by the tenth (10th) day of the new month, a monthly itemized statement of all funds collected on the Accounts and all commissions to which ITx is entitled for the previous month. ITx will remit a check for all monies due Client as shown on said statements. Furthermore, ITx will provide an update to Client regarding the status of the Accounts placed with ITx.

D. ITx does not make any warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, business continuity or fitness for a particular purpose, with respect to the services being provided by ITx pursuant to this Agreement except as set forth hereunder in this Agreement. In no event shall ITx be liable to Client for any lost profits, loss of date, loss of use, business interruption or other special, incidental, indirect, or consequential damages, including but not limited to, punitive damages, unless incurred as a result of or in connection with ITx's fraudulent or intentional misconduct. ITx assumes no responsibilities or obligations whatsoever, other than the responsibilities and obligations expressly set forth in this Service Agreement.

III. Mutual Covenants

A. The Accounts placed by Client are accepted by ITx with the understanding that they are not placed or in possession in any way of any other collection agency or third-party collector. If it is determined that the Accounts are presently, or in the future, placed with another agency or third-party collector, ITx reserves the right to return said Accounts, and Client shall reimburse ITx for costs expended on the Accounts.

B. ITx is authorized to endorse and deposit checks, money orders, or other negotiable instruments, made payable to the Client but received by ITx and Client does hereby constitute and appoint ITx as its agent and attorney-in-fact for such purposes only.

C. This Agreement shall remain in force and effect for one year, and thereafter, from year to year, on the same terms and conditions as set forth herein unless so directed by the Client or ITx in writing.

D. Either party may cancel this Agreement at any time, upon thirty (30) days written notice to the other party, and with the stipulation that ITx shall be entitled to continue collection

at the assigned rate of Accounts upon which ITx has effectively secured a payment plan, lien or garnishment until the payment plan, lien or garnishment have expired or been paid in full. Accounts must be completely and officially withdrawn from ITx before they are placed with another collection agency, attorney or third-party collector. It is further agreed, however, that ITx may, at its sole election and option, discontinue service and cancel this contract for delinquency in payments, for failure to fulfill any statutory or other legal duty, for any violation of the terms and conditions of this Agreement, or for any other just cause.

E. Unless terminated by prior written notice, this Agreement shall be binding on the heirs, legal representative, successors and assigns of the parties hereto.

F. The parties hereto agree that this instrument and its Addendum is the full and complete Agreement between them, and it is not to be altered, varied, or enlarged by any verbal promises, statements, or representations not expressed herein. This Agreement shall not be binding upon either party until signed by ITx.

G. In the event that a lawsuit is brought against the Client and/or ITx to determine the validity of an Account, ITx will cease all collection activity and return the Account to the Client to respond to the lawsuit at the Client's expense. Upon a Judgment in the Client's and/or ITx's favor, the Account may be reinstated with ITx to resume normal collection efforts at the same contingency rates.

Should ITx receive a dispute from a debtor regarding an Account placed by Client, ITx shall contact Client regarding the dispute and put the Account in a "hold" status for thirty (30) days. Client agrees to forward information regarding the Account at issue to the debtor within that thirty (30) daytime frame. If Client is unable to provide documentation regarding the Account to the debtor within the thirty (30) daytime frame, Client will notify ITx of the same within that thirty-day period of time.

Should ITx become aware that the debtor of an Account placed by Client has filed for bankruptcy, ITx shall cease collection efforts on the Account and advise Client of the same. ITx will return the Account to Client when the debt has been discharged in bankruptcy, or re-open the Account if the bankruptcy is dismissed.

H. Indemnification. Client agrees to defend, indemnify and hold harmless ITx, its officers, directors, employees, managers, agents or members (collectively, "ITX Indemnitees") from and against any and all third-party claims, actions, damages, costs, expenses (including, without limitation, attorneys' fees and expenses and accountants' fees), deficiencies, judgments, proceedings, demands, claims, losses or liabilities of any nature incurred or asserted against ITx Indemnitees (including any claim for bodily and personal injuries, including death, sustained by any person, including ITx's Personnel, and for damage to property of any nature, including loss of use) to the extent that such claims, actions, damages, costs, expenses, losses or liabilities are caused by the negligence, fraud or misconduct of Client or any of its officers, directors, employees, affiliates, agents, or sub-contractors.

ITx agrees to defend, indemnify and hold harmless Client, its officers, directors, employees, managers, agents or members (collectively, "Client Indemnitees") from and against any and all third-party claims, actions, damages, costs, expenses (including, without limitation, attorneys' fees and expenses and accountants' fees), deficiencies, judgments, proceedings, demands, claims, losses or liabilities of any nature incurred or asserted against Client Indemnitees (including any claim for bodily and personal injuries, including death, sustained by any person, including Client's Personnel, and for damage to property of any nature, including loss of use) to the extent that such claims, actions, damages, costs, expenses, losses or liabilities are caused by the negligence, fraud or misconduct of ITx or any of its officers, directors, employees, affiliates, agents, or sub-contractors.

Notwithstanding any provision in this Agreement to the contrary, neither party shall be liable hereunder for any consequential or indirect loss or damage or any other special or incidental damages incurred or suffered by the other party or its directors, officers, employees or agents. The waiver and disclaimer of liability expressed herein shall survive termination of this Agreement, and shall apply whether in contract, equity, tort or otherwise.

I. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

J. Notices: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) sent via facsimile with receipt confirmed, as indicated below. A Notice shall be deemed to have been given as of the date when (i) it is personally delivered, (ii) three days after it is deposited with the United States mail and is properly addressed, (iii) the next day when delivered during business hours to said overnight delivery service, properly addressed and prior to such delivery service's cutoff time for next day delivery, or (iv) when receipt of the facsimile is confirmed, unless the sending party has actual knowledge that a Notice was not received by the intended recipient.

If to ITx:

ITx Healthcare, LLC
(d/b/a State Collection & Recovery Services)
136 North Ridge St., Suite B
Monroeville, Ohio 44847
Attn: Philip Gower, President & CEO

If to Client:

Client name: Village of Weston

Client Street Address: 13334 Main St, PO Box 354

Client City, State, Zip: Weston, Ohio, 435109

Attn: Name and Title: Stephanie Mants, Fiscal Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.

Client Name: Village of Weston

IFx Healthcare, LLC

Stephanie Mants
Signature

Signature

Stephanie Mants, Fiscal Officer
Print Name/Title

Print Name/Title

11/31/2023
Date

Date

ADDENDUM

This Addendum is specific to the Collection Service Agreement executed by ITx on _____ made by and between,

[enter business name:] Village of Weston
and ITx Healthcare, LLC (doing business as State Collection & Recovery Services), a subsidiary of IntelliHARTx, LLC..

FEES AND OTHER PROVISIONS

Client agrees to pay ITx for its collection efforts on the following fee schedule:

Collection Services	25% of collected amount
Accounts with Mail Return	40% of collected amount
Accounts that go Legal	40% of collected amount
Accounts with Judgments	40% of collected amount
Accounts outside the State of Ohio	40% of collected amount

Client further agrees to pay all court costs associated with Accounts that enter the legal process. These costs will be reimbursed to Client once ITx begins receiving payments on the Accounts and/or judgment. All fees will be NET fees of recovered monies. ITx will remit funds NET of the above agreed upon schedule, unless otherwise specifically agreed upon in writing.

No fees are charged on uncollected balances.