

WALTON COUNTY EMS

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Ronald E. Almand
Director
770-266-1573

October 28, 2024

Dear Commissioners,

On November 5, 2024, I will be requesting approval to change from our current bad debt collection service which is Collections Services of Athens, to Credit Bureau Associates out of Tifton. I am requesting the change due to a change in management at Collection Services of Athens and their decrease in collections of bad debt for Walton County EMS.

Credit Bureau Associates comes highly recommended. Our county attorney has reviewed the proposed contract and approved. It will be on the consent agenda. I am requesting approval and permission to move ahead with this change.

Please contact me with any questions.

Thank you,

Ronnie



Credit Bureau Associates

1 message

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Charles M. Ferguson, Jr. <cferguson@atkinsonferguson.com> To: "ralmand@co.walton.ga.us" <ralmand@co.walton.ga.us></ralmand@co.walton.ga.us></cferguson@atkinsonferguson.com>		Thu, Sep 19, 2024 at 3:05 P
	Ronnie:	
	I reviewed the Credit Bureau Associates Agreement for Collection Services that you provided.	. It looks fine to me.
	Thanks,	
	Chip	
	CHARLES M. FERGUSON, JR.	
	ATKINSON FERGUSON, LLC	
	118 Court Street, Monroe, Georgia 30655	
	main 770.267.3000 direct 770.267.3003 email: cferguson@atkinsonferguson.com	
	www.atkinsonferguson.com	
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CREDIT BUREAU ASSOCIATES

Agent for TRANS UNION Credit Information Co.

Tifton Division 321 Main St. Tifton, Georgia 31794 Telephone: (229) 382-5801 Fax: (229) 382-2677

AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, made this day of , <u>202</u>4, between WALTON COUNTY EMS whose principal place of business is 1110 E SPRING ST, MONROE, GA 30655 and Credit Bureau Associates, (hereinafter referred to as "CBA"), whose principal place of business is 321 Main Street, Tifton, Georgia 31794.

WITNESSETH,

WHERE AS, WALTON COUNTY EMS desires, from time to time during the term of this agreement, to submit to CBA for collection certain claims, accounts, or other evidence of indebtedness (hereinafter called "claims"), and

WHERE AS, CBA desires to provide WALTON COUNTY EMS with collection services with respect to said claims.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

- 1. CBA agrees that all activities of CBA shall be carried out in compliance with all applicable federal, state, and local laws.
- 2. CBA is insured through American Collectors Association Group Insurance and Bond Program.
- 3. -WALTON COUNTY EMS hereby warrants that all claims forwarded to CBA will be valid and legally enforceable debts and that WALTON COUNTY EMS will, both before and after forwarding said claims, comply with all applicable federal, state, and local laws with respect thereto. Further, WALTON COUNTY EMS agrees to provide, whenever requested to do so by CBA: written verification of a claim; a copy of the judgment, if any, on which the claim is based; the name and address of the person or entity to whom the debt was originally owed, if different from WALTON COUNTY EMS.

- 4. If, any court of competent jurisdiction shall rule that any provision of this agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.
- 5. This agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties hereto.
- 6. WALTON COUNTY EMS and CBA agree that all actions taken by WALTON COUNTY EMS and CBA pursuant to this Agreement shall be in accordance with the TERMS AND CONDITIONS, if any set forth. Said TERMS AND CONDITIONS have been signed by both parties and are hereby made a part of this agreement as fully and effectually as if they were set forth herein, it shall be construed to include said TERMS AND CONDITIONS. The Agreement, including the TERMS AND CONDITIONS, contains the entire agreement between the parties hereto and cannot be amended or modified in any respect except by an amendment in writing.
- 7. WALTON COUNTY EMS can withdraw from the contract at any time and retain control of any accounts upon said withdrawal with the exception of any account where payment is being remitted or litigation is in process.

TERMS AND CONDITIONS

The parties agree as follows: WALTON COUNTY EMS agrees to list accounts under the following terms contingent upon collection.	
25.0% Flat rate for 1st placement bad debt accounts	
25.0% Legal rate for 1st placement bad debt accounts CBA pays all court cost and/or attorneys fees	
CBA agrees to remit gross or net of all amounts collected approximately the 10 th day of each month.	
WALTON COUNTY EMS agrees to notify CBA of any payment made to WALTON COUNTY EMS.	
It is agreed that CBA is authorized to list accounts with national credit reporting after the account has been placed with CBA for 90 days unless otherwise directed on an individual account basis.	
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.	
Credit Bureau Associates WALTON COUNTY EMS	