

AGREEMENT

This Agreement is between Merchants & Medical Credit Corporation, Inc. (MMCC) and Livingston County EMS (the "Client"). For the mutual consideration set forth below MMCC and the Client agree that MMCC will collect delinquent accounts of the Client under the following terms and conditions:

1. MMCC is and will remain an independent contractor with respect to the Client and have complete control of the collection of the accounts listed with MMCC except as specifically set forth in this Agreement. Neither MMCC nor any of its representatives are employees, partners or joint ventures of Client. MMCC shall be responsible for paying all salaries, wages, or other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State, and local governments. MMCC shall at all times comply with all laws and regulations relating to the collection of accounts listed with MMCC.
2. The Client authorizes and instructs MMCC to endorse for deposit in the Client's name and in their behalf, such money orders, checks, drafts, or other forms of remittance MMCC may receive on accounts the Client submits to them for collection.
3. If and when the Client directs MMCC to forward any account to an attorney for collection, MMCC is authorized and directed to tender the account to the attorney as a convenience to the Client subject to the following terms:
 - a. The Client shall choose the attorney to whom the Client's account shall be transmitted. Such attorney is to represent the Client and to report to MMCC or to the Client as directed by the Client.
 - b. When the Client authorizes suit or an expense, MMCC is authorized and directed to conduct on Client's behalf all routine correspondence with the attorney, subject to the Client's control. All matters requiring a decision shall be referred to the Client.
 - c. The Client authorizes MMCC to advance legal costs on the Client's behalf.
4. The Client shall pay to MMCC the following fees for MMCC's services:
 - a. 25% of the funds collected for accounts where the 50% rate described below doesn't apply.
 - b. 50% of the funds collected for accounts which the Client has directed to be sent to an attorney, or where the debtor has filed bankruptcy or a decedent estate has been filed for a deceased debtor.
 - c. We further acknowledge that the accounts listed with MMCC will be serviced on a contingency basis as previously set forth. To partially compensate for the work done on accounts which are uncollectible and upon which there is no recovery, and to offset cost losses and expenses incurred in skip tracing, investigation of assets, personal and field contacts with debtors, etc., any statutory or court ordered attorney fees and interest that may be earned or accrued that is collected on any of the Client's open accounts shall be retained by MMCC.
5. Except as set forth in paragraph 11, the Client agrees that from the date MMCC acknowledges the receipt of an account that MMCC has an Client interest in said account and it is understood and agreed that MMCC has exclusive control of those accounts until they are paid in full to them or to the Client, or until MMCC has exhausted all lawful means of collections and returns the accounts to the Client as uncollectible.
6. In the meantime, except as set forth in paragraph 11, these accounts cannot be withdrawn by the Client without payment of the regular fees and advanced costs, as set forth above, on the balance of each account as if fully collected. Merchandise returned to the client or the acceptance of notes by the Client will be considered the same as cash received by them and subject to the regular rate of commission, unless special arrangements are made in advance. If a listed account has been paid prior to the list date a 10% discovery fee will be charged if reported to MMCC within 30 days of listing. If the payment is reported to MMCC after 30 days from the listing the full fee set forth in paragraph 4 above will be charged.
7. MMCC hereby agrees to indemnify Client and to hold Client harmless from and against all damages, costs, losses and expenses, including reasonable attorney's fees, directly resulting from MMCC's collection activity under this contract; provided, however, Client hereby warrants and guarantees that the information furnished to MMCC, including but not limited to the identity of the debtor, any information about the debtor, the balance of the account and the payments and credits due, shall be accurate. Client shall not refer any account to MMCC where the debtor has an open bankruptcy estate or the account has been discharged in bankruptcy. Client shall have an affirmative duty to report to MMCC at the time of turnover any legal representation of the debtor and thereafter to promptly report to MMCC any legal representation, bankruptcy filings, decedent estate, or any change in the amount of the debt by payment, adjustment or otherwise. MMCC shall have no obligation to indemnify or hold Client harmless in the event of error or omission in such information. MMCC hereby expressly disclaims responsibility for any other damages, whether special, incidental or consequential.

Client Initials _____

MMCC Initials _____

8. Subject to situations to which an applicable governmental immunity does not apply, Client agrees that Client will be solely responsible for damages, costs, losses and expenses, including reasonable attorney's fees directly resulting from errors or omissions in connection with such information furnished by Client to MMCC or that may arise out of the negligent or willful misconduct of the agents or employees of Client.. To the extent permitted by law, nothing herein shall be construed as a waiver of any governmental immunity by Client or Client's employees as provided by statute or court decisions
9. The Client authorizes MMCC to report any of the accounts listed with MMCC to the credit bureaus. The Client agrees to give MMCC prompt notice of any payments made directly to the Client.
10. The Client authorizes MMCC to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with MMCC.
11. MMCC or Client may terminate this Agreement, with or without cause, upon 30 calendar days written notice to the other party. Upon termination of this Agreement by either party, Client may – at its option – elect either that:
- Accounts received by and assigned to MMCC prior the effective date of the termination of the Agreement shall be retained and continue to be serviced and collected by MMCC. If such election is made, MMCC shall be entitled to payment only of the fees set forth in paragraph 4 of this Agreement as to the retained accounts; or
 - Accounts assigned to MMCC but not yet fully collected be withdrawn from MMCC and returned to the Client, or such party as designated by the Client. If such election is made, MMCC shall be entitled to no fees or compensation for the withdrawn accounts. MMCC shall be required to turn over and deliver to Client all files, all work in progress, all documents, and all tangible items pertaining to the Services provided through this Agreement no later than seven (7) calendar days of such written election by Client. MMCC cooperate with Client and such person or entity designated by Client, to permit full and timely transfer of such accounts.
12. MMCC shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regard to employees and applicants for employment which include, but is not limited to, the following: A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended. B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended. C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and rules adopted thereunder. D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder. Breach of this Section shall be regarded as a material breach of this Agreement.
13. MMCC shall not commence work under this Agreement until it has obtained the insurance required under this Section and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Client. The requirements below should not be interpreted to limit the liability of MMCC. All deductibles and SIR's are the responsibility of MMCC. MMCC shall procure and maintain the following insurance coverage:
- A. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent MMCCs Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. B. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. C. Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and aggregate. If this policy is claims made form, then MMCC shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this Agreement.
- 13.1 Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds**: Client, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.
- 13.2 Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, Fiscal Services, 304 E. Grand River Ave., Suite 204 Howell, MI 48843.
- 13.3 Proof of Insurance Coverage: MMCC shall provide the Client, at the time that the Agreement copies are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. If any of the above coverage(s) expire during the term of this Agreement, MMCC shall deliver renewal certificates and endorsements to Livingston County Fiscal Services, 304 E. Grand River, Suite 204, Howell, MI 48843 at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office when this Agreement has been fully executed. The Insurance Certificate and endorsements may be faxed or emailed to: **517.546.7266 or purchasing@livgov.com**.

Client Initials _____
MMCC Initials _____

14. MMCC has certified to the Client that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of EGI, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that MMCC shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

15. General Provisions

- 15.1 This Agreement shall be subject to and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by Federal law.

The Client and the MMCC agree any legal or equitable action involving or arising out of this Agreement shall be in Michigan courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

- 15.2 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the Client of any payment due to the MMCC constitute or be construed as a waiver by the Client of any breach of a provision of this Agreement, or any default which may then exist, on the part of the MMCC, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Client in respect to such breach or default.

- 15.3 Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto that is signed by the authorized representatives of both parties.

- 15.4 This Agreement shall not be subcontracted or any part thereof assigned without the express written approval of the Client. In no case, however, shall such approval relieve the MMCC from its obligations or change the terms of this Agreement. The MMCC shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the County. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the MMCC shall have no effect on the Client and shall be null and void.

- 15.5 This Agreement, the attached Exhibits (), and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 15.6 If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

[Signatures on Next Page]

Merchants & Medical Credit Corporation, Inc.

Signature on behalf of Client

By _____

Client Full Business or Corporate Name

Date:_____

Legal Entity (Corp., Partnership, Sole Proprietor)

38-6005819
Corporate ID #, Partners, Owner

Client Street Address

City, State, Zip Code

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: [NOT APPROVED – PENDING BOC
APPROVAL