CONTRACT FOR COLLECTION SERVICES

AGREEMENT entered into this 4th day of June, 2002 between **Platte County Hospital** hereinafter referred to as "Creditor" and *COLLECTIONCENTER, INC./ICT, INC.*, hereinafter referred to as "Collector".

In consideration of the mutual promises set forth herein, it is agreed by the parties as follows:

- 1. Collector agrees to accept and use its best efforts to collect the claims of Creditor. The activities of Collector shall be carried out in compliance with all applicable federal, state, and local laws including Public Law 95-109 (Fair Debt Collection Practices Act).
- 2. Creditor warrants that all claims assigned to Collector are legally enforceable debts and that the names and amounts are correct to the best of his knowledge and belief. Creditor agrees to provide, whenever requested to do so by Collector, a written verification of any claim or a copy of the judgment, if any, on which the claim is based.
- 3. Creditor agrees that Collector may place the account information of creditor on the credit record of the Debtor unless specifically excluded in writing by Creditor. Creditor specifically agrees that Creditor will promptly notify Collector of any dispute by the Debtor, whether the dispute is verbal or in writing.
- 4. Creditor agrees that if legal action is taken to recover his claim, he will undertake all efforts to assist Collector including providing evidence and witnesses where necessary.
- 5. Creditor agrees to promptly report all payments made directly to Creditor, bankruptcy notices, and any materials from the debtor or any representative of the debtor.
- 6. Creditor agrees that, any funds received by Creditor or Collector from Debtor or his agents or third parties after assignment of the account will be regarded as payment on the assigned account and is subject to payment of commission to Collector.
- 7. This agreement constitutes an automatically renewable one-year listing agreement, providing however, that for good cause shown, this agreement may be canceled by either party upon 30 days written notice.
- 8. The following commission rates shall apply to any of the services listed and utilized by the Creditor:
 - a. A commission of 25% shall be paid on the monies recovered on any accounts assigned for collection. This commission shall increase to 35% in the event that *CollectionCenter, Inc./I.C. T., Inc.*, based on pre-approval of Creditor, proceeds to litigate or forward the account to another collection agency for recovery.

- 9. This agreement constitutes authority for Collector to add interest as provided by law unless specifically excluded by Creditor.
- 10. Collector may receive payment in cash, check, or other negotiable instrument and endorse same on behalf of Creditor.
- 11. Collector is independent contractor, free of all control of Creditor, and all employees of Collector shall perform their duties solely under the control of Collector and not as agents, servants, or employees of Creditor.
- 12. Creditor may withdraw any account not in the process of collection. A claim is in process of collection if:
 - a. Within six (6) months immediately preceding the withdrawal, a payment has been received by either Creditor or Collector.
 - b. Collector has obtained from the debtor a promise of payment on the account.
 - c. Legal action has been filed or the account has been reduced to judgment.
 - d. The account has been forwarded to an independent collection agency out of the Collector's service area.
 - e. Payment is assured because of an ascertained future event.

For good cause shown, Creditor may withdraw any claim, the assignment of which is detrimental to the interest of Creditor, providing however, that withdrawn claims will not be reassigned to another third party collector.

- 13. Creditor will hold Collector harmless from any loses caused by the expiration on any statute of limitations.
- 14. Collector and Creditor hereby release, relinquish, and discharge and agree to indemnify and hold harmless the other party from any claims, 'demands, actions, or causes of action caused, growing out of, or happening in connection with, the negligence, of himself, his agents, servants, or employees.

IN WINESS WHEREOF, the parties set their hands and seal the day and year first above written.

Platte County Hospital

CollectionCenter, Inc./ICT, Inc.

By:

By:

Vice President of Marketing