

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Metro Republic Commercial Services, Inc. DBA Medical Receivables Consulting Services, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: Provide Collection Services

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 1,000,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from August 1, 2007 to July 30 2009, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9. INSURANCE.

9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by

virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title	Name and Title
Address	Address
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
 Contracts/Purchasing Manager

Date: 9-11-07

By: _____
 Department Head (if applicable)

Date: SEP 05 2007

Approved as to Form¹

By: W. Allen Bidwell
 Deputy County Counsel

Date: 08-16-2007

Approved as to Fiscal Provisions²

By: _____
 Auditor/Controller

Date: 8-16-07

Approved as to Liability Provisions²

By: _____
 Risk Management

Date: _____

Board Order #
Copy of Board Order must be included.

CONTRACTOR

Metro Republic Commercial Service Inc.
 Contractor's Business Name*

By: Esther Johnson
 (Signature of Chair, President, or Vice-President)*

Esther Johnson, Vice President
 Name and Title

Date: 8/2/2007

By: _____
 (Signature of Secretary, Asst. Secretary, CIO, or Asst. Treasurer)*

 Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Approval required by the following:

- ¹County Counsel
- ²Risk Management
- ³Board of Supervisors, approved by board order
- ⁴Auditor/Controller, if changes are made to the standard payment provisions.

**MEDICAL RECEIVABLES CONSULTING SERVICE
320 BONNIE CIRCLE
CORONA, CALIFORNIA 92820**

- PHONE (951) 273-7700
- FAX (951) 273-9325

ACCOUNTS COLLECTION AGREEMENT

THIS AGREEMENT IS entered into this **15th** day of **July 2007**, by and between **METRO REPUBLIC COMMERCIAL SERVICES, INC.// DBA: MEDICAL RECEIVABLES CONSULTING SERVICE** a California for-profit corporation (hereinafter referred to as "The Agent"), and **THE COUNTY OF MONTEREY NATIVIDAD MEDICAL CENTER** (hereinafter referred to as "The Client").

WITNESSETH:

WHEREAS, The Client wishes to utilize the services of The Agent for the collection of certain accounts receivable and

WHEREAS, The Agent wishes to provide such services on the terms herein provided;

NOW, THEREFORE, IT IS AGREED:

1. The Client will assign self/private pay (Early-Out) accounts, **excluding Bad Debt accounts covered under separate agreement**, weekly for collection to The Agent.
2. The accounts shall be assigned to the Agent within thirty (30) days from the "date of discharge/visit". The Agent shall pursue collection efforts for a period of ninety (90) days from date of assignment. At no cost to the Client; all non-collectible accounts, excluding those accounts placed on scheduled payment plans and in good-standing, shall be returned to the Client at the end of said ninety (90) day period.
3. The Agent shall take all reasonable and appropriate steps for the collection of accounts assigned hereunder, but shall avoid unwarranted harassment of individuals billed. The Agent will comply with all Federal and State Laws and Regulations concerning the collection of debts, including but not limited to the Fair Debt Collection Practices Act and the Health Information and Portability Accountability Act and related regulations.
3. The Agent's commission rate will be **Ten Percent (10%)** for **Self/Private Pay (Early-Out)** account collections, **excluding Bad Debt accounts** covered under separate agreement.
4. In the event of any payment(s) made directly to The Client on any of the accounts assigned hereunder, The Client shall notify The Agent of said payment(s) on a daily schedule. The Agent shall be entitled to a commission fee on the basis of the same as specified in Paragraphs 3 and Paragraphs 5 and 6.
5. The Client shall have the right to recall from The Agent without charge or penalty, individual accounts assigned hereunder which The Client determines to be publicly sensitive or on which the best interest of The Client would not be served by efforts at collection. However, in the event of recovery by the Client, the Client agrees to pay the Flat Rate Compensation of fifty dollars (\$50) as specified in Paragraph 3.

6. The Agent agrees to return any account assigned as Self/Private Pay and later determined to have Insurance coverage, The Client agrees to pay a Flat Rate Compensation amount of fifty dollars (\$50) per account returned as specified in Paragraph 3.
7. The Agent shall grant the Client a grace period of five (5) days from the date of assignment for all collection accounts under this agreement. The grace period shall cover accounts placed in error, payments received on accounts by the Client and/or verification of Insurance responsibility after assignment.
8. The Agent shall adhere to State law AB774 and the Clients' debt collection policies relative to charity care, self pay accounts and high cost medical discounts as defined by Client Policy No. 6:3100 entitled "Charity Care, Self-Pay and High Cost Medical Discounts".
9. The Agent may settle or compromise assigned accounts, only with prior written approval of The Client.
10. The Client shall have the right during normal business hours of The Agent to examine all records of The Agent relative hereunder.
11. The Agent shall deposit all monies received into a Client trust account. On or before the twentieth (20th) day of each month, the Agent shall deliver all payments in full from said trust account. Such payments shall be accompanied by an alphabetical listing of individual accounts upon which payments have been received, specifying the payments received on each account and containing a grand total of payments received on all accounts assigned. All commission fees and amounts owed the Agent resulting from payment received directly by the Client or submitted by Agency will be invoiced to the Client. Invoices shall be paid to the Agent by the Client within thirty (30) days after receipt.
12. The Agent shall be responsible for the loss of any funds collected on accounts assigned hereunder while such funds are in the custody of The Agent.
13. The Client warrants & guarantees that they have no knowledge nor are in receipt of any dispute from any party regarding amounts owed and/or services rendered for assigned accounts prior to placement with The Agent. The Client warrants & guarantees to advise The Agent of any dispute regarding assigned accounts in writing within twenty (20) business days after receipt or knowledge of said dispute. The Agent warrants & guarantees to advise The Client of any dispute regarding assigned accounts in writing within twenty (20) business days after receipt or knowledge of said dispute. The Client agrees to indemnify and hold harmless The Agent, their employees and officers from any and all claims related to or concerning a debt, any debt collection for which a counter claim or cross claim is made by any debtor.
14. This agreement supersedes any prior agreement, written or oral, which may exist between the Client and the Agent, regarding the collection of accounts receivable. The term of the initial Agreement will be from the time of the signed agreement through July 30, 2009. The Client reserves the right to extend this agreement for two (2) additional one (1) year extensions, which may include rate and/or terms and conditions to be re-negotiated.
15. This Agreement may be terminated at the discretion of either party and without cause effective the completion of the initial Agreement period of one (1) year after the inception of this

July 17, 2007

Agreement. Notice of said termination shall be in writing, and provided to the other party no less than ninety (90) days prior to the termination date. In the event of termination, the Agent shall at its option, continue processing existing accounts for a period of 120 days from the date of termination. The Client shall be responsible for compensating the Agent for services provided after the date of termination in accordance with the terms of this agreement. Upon expiration of the 120 day period, the Agent shall discontinue processing all accounts and deliver to the Client with full payment all monies owed and a final accounting of all accounts and transitional. In addition cancellation of this agreement by either party shall not affect collection enforcement or validity of any accrued obligations owing between parties.

16. In the event of any dispute, claim, attempt to enforce payments or other obligations under the this agreement or the interpretation thereof, the parties agree to submit the matter and/or claim to binding arbitration pursuant the Rule of the American Arbitration Association and the parties agree to be bound by the ruling and/or award. This agreement shall be interpreted pursuant to the law of the State of California. The venue for any such proceeding shall be Riverside County, California.
17. In the event of any dispute or proceeding (including arbitration) between the parties to this agreement for collection any sums due under the agreement and/or to enforce or interpret any provision hereunder, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorney fees.

Any notices required or authorized to by given by this agreement shall be in writing and sent by mail as follows; if to The Agent: **Metro Republic Commercial Service, Inc., Corona, California 92880** and if to The Client: **The County of Monterey Natividad Medical Center, Salinas, California 93901**

IN WITNESS WHEREOF, the parties have agreed and executed this instrument on this 15 day of July, 2007.

THE COUNTY OF MONTEREY
NATIVIDAD MEDICAL CENTER

(Signature)

NAME: **BILL FOLEY**
TITLE: **CEO**

Date:

SEP 05 2007

MEDICAL RECEIVABLES
CONSULTING SERVICE

(Signature)

Esther L. Johnson,
Vice President

Date:

8/2/2007