

**2016-30 COLLECTION SERVICES FOR DELINQUENT AMBULANCE SERVICE ACCOUNTS  
SERVICE CONTRACT**

This Contract entered into this 8 day of August, 2017, by and between the County of Cole (hereinafter, "County") and Weinstein, Karp & Associates, Inc. (hereinafter, "Contractor").

Witnesseth, that the County and the Contractor, for the consideration hereinafter named, agree as follows:

- 1. Scope of the Work.** The Contractor shall provide and furnish all expertise, labor, materials, tools, supplies, equipment, services, supervision and administration (including obtaining all required permits and other approvals) necessary to collect on past-due EMS bills for services including but not limited to ambulance transports and on-scene care per Cole County bid number 2017-30 and Contractor's submitted response dated July 25, 2017.
- 2. Work Commencement and Completion.** The work to be performed under this contract shall commence on the above-written date and shall expire at such time as either party gives written 60-day notice to the other party. For the duration of this contract, charges (as a percentage of net collections) must be fixed.
- 3. Rates.** A contingency rate of Fourteen and a Half Percent (14.5%) shall apply to all traditional collections; a contingency rate of Twenty-Five Percent (25%) shall apply to all legal collections.
- 4. Waiver.** No failure by a party to exercise any right it may have under this Agreement or under law upon another party's default, and no delay in the exercise of that right, shall prevent it from exercising the right whenever the other party continues to be in default. No such failure or delay shall operate as a waiver of any default or as a modification of the provisions of this Agreement.
- 5. Successors in Interest.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.
- 6. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all previous discussions and agreements, and this Agreement may not be modified by any party except by initialing changes herein or by a writing signed by all parties. Furthermore, this Agreement shall be governed and construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith.
- 7. Contract Cancellation.** Cole County reserves the right to cancel any contract in whole or in part without penalty for failure of the Contractor to comply with the outlined terms, conditions, and specifications, including any delivery or work not started as guaranteed.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

COLE COUNTY:

Jam Bushman  
Cole County Commission

ATTEST:

Steve K... ..  
County Clerk

(Seal)

Daniel R Czynny  
CONTRACTOR:

By: Daniel R Czynny

Position: Vice President of Sales & Marketing

**CERTIFICATION OF AUDITOR**

I, the Auditor for Cole County, do hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which it is to be charged and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred to Weinstein, Karp & Associates, Inc..

Danielle Patterson  
Cole County Auditor