



Financial Credit Network, Inc.

AGREEMENT

This Agreement made and entered into by and between **FINANCIAL CREDIT NETWORK, INC.**, (Agency) and (Client).

The above-named Client desires to place certain delinquent accounts receivable for services with Financial Credit Network, Inc., to be collected on its behalf.

The Agency and Client therefore agree that the collection of said accounts will be under the following terms and conditions:

1. **COLLECTION ACTIVITIES:** Agency will investigate all accounts referred to it for collection by the Client and will attempt collection by correspondence and telephone solicitation.

2. **INDEMNIFICATION:** The parties agree that each party will assume its own proper responsibility in connection with any claims made by third party against Client and/or Agency. If the acts of Agency including its officers, employees and agents are the proximate and actual causes of any action brought against Client, Agency will assume full responsibility for the defense of said action, attorneys' fees and the payment of any resulting judgment. However, if the acts of the Client, including its officers, employees and agents are the proximate cause of any action brought against Agency by a third party, then Client will assume full responsibility for the defense of said action, attorneys' fees and payment of any resulting judgment. In the event the responsibility is shared, each, Agency and Client, will be responsible for their own defense.

3. **COMPLIANCE:** Any activities by Agency will be in accordance with the terms of the Fair Debt Collection Practices Act and procedures of ACA International, and the California Association of Collectors, of which it is and will remain a member in good standing.

4. **INPUT OF ACCOUNTS:** Agency will maintain computer equipment to permit the assignment of accounts through electronic submission. Delinquent accounts may also be assigned on our regular assignment sheets prepared by your office or our personnel. The Client will make available to Agency personnel such adequate information as is necessary to perform an efficient collection service.

5. **REMITTANCE AND REMITTANCE REPORTS:** Agency will furnish a monthly report and remittances of collection made on all collection activities to the Client on or before the 15th day of each month. Payments made via personal check, credit card and Auto-pay check by phone will be held for a period of 15 days from the date posted to the consumer's account before they appear on the remittance report. At the Client's option upon reasonable notice to Agency, reports and remittances may be made on a weekly or bi-weekly basis.

6. **DEBTOR STATUS REPORTS:** Agency will furnish a debtor client inventory report upon request or reports can be set up to be received automatically at Client's discretion.

7. **MEDI-CAL PROVIDER INFO:** Agency will check on claims status and eligibility in reference to third-party payors, to assist it in collection of unpaid accounts assigned to it by Client. Client shall divulge to Agency its

provider number, user name and password. Said information shall not be used by Agency or by its employees for any other purpose, and Agency shall keep said information confidential and not allow access thereto by any unauthorized individual or party, except as provided herein. Medi-cal Provider Number: ____; Medi-cal Website User Name: ____; Medi-cal Website Password: _____. Client may choose not to provide Agency with this information by initialing here _____.

8. FEES: Agency will be entitled to a commission of ____% of all principal amounts collected from whatever source on accounts assigned by Client. In the event of legal action or forwarding the commission percentage will increase to ____%. Agency will retain any amounts collected over and above the principal amount of debt assigned to offset losses in court costs and attorney fees. Other commission agreements are: N/A.

9. CREDIT REPORTING AGENCIES: Agency will report any accounts listed by the Client to the following Credit Reporting Agencies, i.e. Trans Union, Experian, Equifax after 30 days.

10. BANKRUPTCY NOTIFICATION: Client shall notify Agency immediately when notified that their customer has filed bankruptcy.

11. LEGAL ACTION: In the event Agency is unable to collect an account directly; it may be referred to an attorney of our choice for legal action. Client will be required to sign an authorization prior to pursuit of such action. All legal fees are paid by Agency.

12. WITHDRAWAL AND CANCELLATION OF ACCOUNTS: The Client will have the right to withdraw or cancel accounts forwarded to Agency; however Agency reserves the right to continue treatment on accounts that are in an active repayment plan or have been reduced to a judgment. If legal action has been authorized and Client requests for same account to be withdrawn, Agency will invoice Client for any out of pocket legal fees. Agency shall provide monthly written confirmation of all cancellations. Special circumstances will be evaluated upon receipt of request by Client. Agency will not reactivate any account previously returned to Client, without express written permission by Client.

13. TERMINATION OF AGREEMENT: This agreement will be subject to termination at any time, by either party, upon providing a thirty (30) day written notice. Upon termination, Agency reserves the right to retain accounts that are in an active repayment plan or have been reduced to judgment.

DATED: _____

FINANCIAL CREDIT NETWORK, INC.

BY: _____

1300 West Main Street
Visalia, CA 93291
(559) 733-7550 • (559) 733-0588 Fax
Email:

BY: _____

Print Name:
Title:

Email: