

**Amendment No. 3
To
AGREEMENT
By and Between
County of Monterey and Credit Consulting Services, Inc.**

This Amendment No. 3 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, specifically the Environmental Health Bureau, hereinafter referred to as "County", and Credit Consulting Services, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT for an amount not to exceed \$49,000 dated June 10, 2019 to provide debt collection services for the period of July 1, 2019 to June 30, 2020 ("AGREEMNT"); and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 1 date August 30, 2019 to add Exhibit B ("Monterey County Fiscal Policy"); and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 2 to extend the term through June 30, 2021 and add funds in the amount of \$20,000 for an Agreement amount not to exceed \$69,000.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 3 to reflect Exhibit A-1 and Exhibit B.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMNT, as follows:

1. Exhibit A, **Scope of Services/Payment Provisions**, shall be replaced with **Exhibit A-1**.

2. The Revised **Exhibit A-1** is attached and hereby incorporated by this reference.

3. **Exhibit B**, "Automobile Insurance", is attached shall be incorporated by this reference.

4. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and remain unaffected by this Amendment No. 3 and shall continue in full force and effect.

5. A copy of this Amendment No. 3 shall be attached to the AGREEMENT.

6. The recitals to this Amendment No. 3 are hereby incorporated by this reference.

mgp 11/17/2020 | 1:53 PM PST

RM 10/22/2020 | 5:24 PM PST *CM* 11/9/2020 | 1:53 PM PST

CM 11/9/2020 | 1:53 PM PST *mgp* 11/17/2020 | 2:19 PM PST *RM* 10/22/2020 | 5:24 PM PST

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the last day opposite the respective signatures below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
7B741937AA8D41B...

Contracts/Purchasing Officer

Dated: 11/19/2020 | 8:41 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
3334183418341834...

Deputy Auditor/Controller

Dated: 11/17/2020 | 2:38 PM PST

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
Mary Grace Perry
C83342707AC6411...

Mary Grace Perry
Deputy County Counsel

Dated: 11/17/2020 | 2:19 PM PST

CONTRACTOR: CREDIT CONSULTING SERVICES, INC.

DocuSigned by:
By: *Rodney Meeks*
7567CCD92EDDA7...

*Signature of Chair, President, or Vice-President

Printed Name: Rodney Meeks
Title: President
Dated: 9/17/2020 | 12:09 PM PDT

DocuSigned by:
And By: *Christine Meeks*
DE001003A047402...

*Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer

Printed Name: Christine Meeks
Title: Secretary
Dated: 9/23/2020 | 11:33 AM PDT

*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.

Exhibit A-1

Scope of Services/Payment Provisions

A. Scope of Services

A.I CONTRACTOR shall provide services and staff and do all things necessary for, or incidental to, the performance of debt collection services for the Monterey County Health Department - Environmental Health Bureau as outlined below:

A.1.1 CONTRACTOR shall make contact (with both **English and Spanish** capabilities) with those with past due accounts in connection with the Monterey County Health Department/Environmental Health Bureau in order to collect on past due accounts.

A.1.2 CONTRACTOR shall take all reasonable and appropriate steps for the collection of accounts assigned but shall avoid harassment.

A.1.3 CONTRACTOR shall be in compliance with all state and federal regulations governing collections practices in all collection activities, including, but not limited to, the Fair Debt Collection Practices Act.

A.1.4 CONTRACTOR shall provide monthly and quarterly reports to the Environmental Health Bureau point of contact with the following information by the 15th of each month:

A.1.4.1 Name on past due account

A.1.4.2 Account/Facility (FA) number and other identifying information

A.1.4.3 Total funds owed and total funds collected

A.1.4.4 Date past due

A.1.4.5 All pertinent communication details with past due accounts

A.1.5 CONTRACTOR shall provide COUNTY with one (1) point of contact for communication related to the service outlined in the scope.

A.1.6 CONTRACTOR shall report unpaid accounts after 60 days to customer's Credit file (Experian, Equifax, and Transunion).

A.I.7 CONTRACTOR shall not accept settlements without written authorization of County.

A.2 COUNTY shall provide CONTRACTOR with communications and information regarding past due accounts in order for the CONTRACTOR to perform its

services. Calls to the COUNTY shall be referred back to the CONTRACTOR in regard to an account being collected upon.

- A.3 The point of contact for all services related to collections for the Environmental Health Bureau is:

Environmental Health Bureau
Karla Tinajero/Finance Manager
Phone: 831-755-4963
Email: tinajerokt@co.monterey.ca.us

B. Payment Provisions

B.1 COUNTY shall pay an amount not to exceed \$69,000 for the performance of all things necessary for, or incidental to, the performance as set forth in this Scope of Work [Exhibit A-1] for the Environmental Health Bureau. CONTRACTOR is retained to recover unpaid accounts receivable and the total compensation is designed in order that the COUNTY does not bear any of the CONTRACTOR's expenses. Compensation/Payment is defined as CONTRACTOR's fees for payments collected. CONTRACTOR'S compensation for services rendered shall be based on the following rates and according to the terms set forth below.

B.2 CONTRACTOR shall remit seventy-five percent (75%) of the collected accounts to COUNTY once accounts are paid in full and CONTRACTOR shall be assigned and retain twenty-five percent (25%) as a CONTRACTOR fee. CONTRACTOR shall designate which Account Receivable (AR)/Invoice they have received payment for *when there are multiple accounts for one (1) facility*. On accounts requiring legal action CONTRACTOR shall remit sixty-five percent (65%) to COUNTY and shall be assigned and retain thirty-five percent (35%) as a CONTRACTOR fee.

B.3 CONTRACTOR shall submit records and communications in connection with the scope of work to the following points of contact below:

Monterey County Health Dept/Environmental Health Bureau
Attn: Finance Manager
1270 Natividad Rd.
Salinas, California 93906

Email delivery: tinajerokt@co.monterey.ca.us

B.4 CONTRACTOR shall reflect total payments collected and CONTRACTOR'S fee. No information protected by State or Federal law should be included on billing documents.

^{DS}
mGP 11/17/2020 | ^{DS}
CM 2:19 PM PST/2020 | ^{DS}
RM 10/22/2020 | 5:24 PM PDT

Exhibit B

Section 9.03 Insurance Coverage Requirements is revised to be replaced with:

Automobile Liability Insurance Requirements

Due to the scope of work no auto insurance is required as no travel to County property in the duties of this agreement is necessary or warranted.