



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-13319 ; Amendment No.: 5

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 5 to the agreements with Receivable Solutions, Inc. (A-13319) and Credit Consulting Services, Inc. (A-13320) pursuant to the Request for Proposal (RFP) #9600-64 for debt collection services, to extend an additional one (1) year (October 1, 2022 through September 30, 2023) for a revised full agreement term of October 1, 2016 through September 30, 2023 and adding \$1,300,000 for a revised total aggregate amount for all contracts not to exceed \$9,270,000.

PASSED AND ADOPTED on this 10th day of January 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Askew, and Adams
NOES: None
ABSENT: Supervisor Lopez
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 10, 2023.

Dated: January 12, 2023
File ID: A 22-627
Agenda Item No.: 24

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**RENEWAL AND AMENDMENT NO. 5
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
RECEIVABLE SOLUTIONS INC.
FOR
DEBT COLLECTION SERVICES**

This Renewal and Amendment No. 5 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Receivable Solutions, Inc. (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Receivable Solutions, Inc. had previously entered into an Agreement for Debt Collection Services pursuant to RFP#9600-64 (hereinafter "Agreement") on October 10, 2016 to provide debt collection services to NMC with a three-year term and a total Agreement amount not to exceed \$2,400,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on November 14, 2018 via Amendment No. 2 to extend the term for an additional one year period through September 30, 2020 to allow for services to continue and to add an additional \$2,170,000 thereby increasing the total aggregate amount for both Agreements to \$4,570,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement on November 19, 2019 to add an additional \$2,400,000 in funds to allow for services to continue for a total aggregate amount for both agreements not to exceed \$6,970,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 14, 2020 to extend an additional one (1) year (October 1, 2020 through September 30, 2021) and to add an additional \$1,000,000 in funds to allow for services to continue for a total aggregate amount for both agreements not to exceed \$7,970,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 13, 2021 to extend an additional one (1) year period (October 1, 2021 through September 30, 2022) for a revised full agreement term of October 1, 2016 through September 30, 2022 with no changes to the total aggregate amount for both agreements or scope of services; and

WHEREAS, the Agreement expired on September 30, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning October 1, 2022 and to extend the term for an additional one (1) year period (October 1, 2022 through September 30, 2023) for a revised full Agreement term of October 1, 2016 to September 30, 2023 allow for services to continue with no additions to the scope and to increase the amount payable by \$1,300,000 for a revised total aggregate amount not to exceed \$9,270,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from October 1, 2016 through September 30, 2023 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:
"Because CONTRACTOR's compensation shall be based on the amount of the debt collected by CONTRACTOR which is not known; this Agreement is not set at a specific dollar amount. The aggregate total amount payable by NMC under all Agreements awarded per RFP 9600-64 for Debt Collection services should not exceed the sum of \$9,270,000"
3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 5, the provisions of this Renewal and Amendment No. 5 shall govern.
4. This Renewal and Amendment is effective retroactively on October 1, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 5 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: 
Charles R. Harris MD, CEO

Date: 1/18/23

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 12/1/2022

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Chief Deputy Auditor-Controller


Date: 12/2/2022

CONTRACTOR

RECEIVABLE SOLUTIONS, INC.

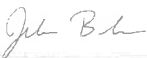
CONTRACTOR's Business Name

****Signature instructions below****

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

Brent D. Rollax, CEO
Name and Title

Date: 11/07/2022

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

John Baker, CFO
Name and Title

Date: 11/7/2022

*****SIGNATURE 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. (2 signatures required)

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. (2 signatures required)

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. (1 signature required)