

*Agreement A-13320*

**AMENDMENT NO. 6  
TO SERVICES AGREEMENT  
BETWEEN CREDIT CONSULTING SERVICES INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
DEBT COLLECTION SERVICES**

This Amendment No. 6 to the Services Agreement (“Agreement”) which was effective on October 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Credit Consulting Services, Inc. (“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 Credit Consulting Services, 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 amended 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 renewed and amended the Agreement on the same or similar terms, on January 18, 2023 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; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (October 1, 2023 through September 30, 2024) for a revised full agreement term of October 1, 2016 through September 30, 2024 with a \$1,000,000 increase for the total aggregate amount for both agreements of \$10,270,000.

## AGREEMENT

NOW, **THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Renewal and Amendment No. 5 incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1, "TERM OF AGREEMENT" shall be amended to the following:  
*"The term of this Agreement is from October 1, 2016 through September 30, 2024 unless sooner terminated pursuant to the terms of this Agreement."*
2. Section 5.4 under, "COMPENSATION AND PAYMENTS BY COUNTY" 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 \$10,270,00."*
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 6 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and in Renewal & Amendment No. 5.
4. A copy of this Amendment No. 6 shall be attached to the Agreement.
5. This Amendment No. 6 shall be effective when both parties have signed.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 6 on the basis set forth in this document and have executed this Amendment No. 6 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
By: Stacy Saetta  
Monterey County Deputy County Counsel

7/13/2023 | 7:36 AM PDT

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
By: Patricia Ruiz  
Monterey County Deputy Auditor/Controller

7/13/2023 | 7:49 AM PDT

Date: \_\_\_\_\_

**CONTRACTOR**

Credit Consulting Services, Inc.

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

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

RODNEY MEEKS, PRESIDENT/CEO  
Name and Title

Date: 7/12/2023

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

RODNEY MEEKS, CFO  
Name and Title

Date: 7/12/2023

**\*\*\*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 (two 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 (two 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 (one signature required).