

**Amendment No. 1  
To  
Agreement  
By and between  
County of Monterey and Credit Consulting Services, Inc.**

This Amendment No. 1 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, hereinafter referred to as "County", and Credit Consulting Services, Inc., hereinafter referred to as "CONTRACTOR".

**RECITALS:**

WHEREAS, the County and CONTRACTOR have heretofore entered into an Agreement to provide debt collection services for the period of June 1, 2018 to June 30, 2020 and a contract amount not to exceed \$98,400 ("Agreement"); and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term of Agreement for two (2) additional years and increase the amount payable by County, as specified below.

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

1. Section 2.0, PAYMENT PROVISIONS, is amended to increase the total amount payable by County to Contractor by \$97,000, for a combined amount not to exceed \$195,400 for the term of the Agreement.
2. Section 3.0, TERM OF AGREEMENT, is amended to extend the term of the Agreement to June 30, 2022 for a new term of June 1, 2018 to June 30, 2022.
3. EXHIBIT A- Scope of Services/Payment Provisions, is replaced with AMENDMENT NO. 1 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to AMENDMENT NO. 1 to EXHIBIT A.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. The effective date of this Amendment No. 1 is July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date set forth below their respective signatures.

**COUNTY**

**CONTRACTOR**

By: \_\_\_\_\_  
Elsa Jimenez, Director of Health  
Department of Health

By: \_\_\_\_\_

Name: RODNEY MEEKS

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

Title: PRESIDENT / CEO

Date: 3/23/2020

Approved as to Legal Form

By: \_\_\_\_\_  
*Stacy Saetta*  
COECE1839F444A9...  
Stacy L. Saetta, Deputy County Counsel

By: \_\_\_\_\_

Name: RODNEY MEEKS

Date: 5/13/2020 | 11:15 AM PDT

Title: CFO

Approved as to Fiscal Provisions:

By: \_\_\_\_\_  
*Burcu Mousa*  
611C33363B9474...  
Gary Giboney, Auditor-Controller BURCU MOUSA

Date: 3/23/2020

Date: 5/14/2020 | 3:41 PM PDT

Approved as to Liability Provisions:

By: \_\_\_\_\_  
Risk Management

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

**Amendment No. 1 to EXHIBIT A**

**To  
Agreement  
By and Between**

**The County of Monterey AND Credit Consulting Services, Inc.**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

A.1. The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide monthly and quarterly status reports regarding all assigned accounts.

A.1.2 CONTRACTOR, in the course of providing all collection services, shall be in compliance with all state and federal regulations governing collection practices.

A.1.3 CONTRACTOR, in the course of providing all collection services, shall be in compliance with all HIPAA transaction code requirements in accordance with Exhibit B – Business Associate Agreement attached hereto.

A.1.4 CONTRACTOR shall provide County with collection envelopes to be given to account debtor to make payment directly to CONTRACTOR. Payment envelopes will not be accepted by County on behalf of CONTRACTOR.

A.2. County Responsibilities:

A.2.1 County shall provide CONTRACTOR with communications regarding the accounts received from the account debtor or any third party subsequent to the assignment of the account to which such communications relate.

A.2.2 County shall supply electronic files in the format that both parties agree upon with patient's name, address, contact data and account history, and shall identify at assignment which accounts are mail return accounts.

A.2.3 At CONTRACTOR's request, County shall provide electronic copies of the last patient statement for assigned accounts.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed \$195,400 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR is retained to recover unpaid accounts receivable and the total compensation is designed so 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 or in accordance with the following terms:

<b>COLLECTION SERVICE</b>		
<b>Category</b>	<b>Regular Contingency Fee</b>	<b>Legal Contingency Fee</b>
Backlog of old assignments	30 percent	50 percent
Ongoing future assignments	30 percent	50 percent

B2 CONTRACTOR shall remit 100% of collected payments to COUNTY once a month. COUNTY shall submit payment to CONTRACTOR for collection fees on a monthly basis.

B.3 CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

Mail delivery:  
 Monterey County Health Department  
 FQHC Clinics  
 Attn: ACCOUNTING  
 1441 Schilling Place, South Building, First Floor  
 Salinas, CA 93901

Email delivery:  
[CS\\_Finance@co.monterey.ca.us](mailto:CS_Finance@co.monterey.ca.us)

Invoices shall reflect total payments collected and CONTRACTOR's fees. Protected Health Information (PHI) shall not be included on billing documentation sent to the above invoice delivery addresses.