



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13154

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 7 with Credit Consulting Services, Inc. for debt collection services at NMC to extend the term of the Agreement for three (3) additional months for a full Agreement term of August 1, 2007 through September 30, 2016, and to add \$300,000 for a revised total Agreement amount of \$3,400,000; and
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute one (1) future Amendment to the agreement which does not significantly alter the scope of work and does not cause an increase of more than \$100,000 which is ten percent (10%) of the original amount of the Agreement (\$1,000,000).

PASSED AND ADOPTED on this 7th day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 79 for the meeting on June 7, 2016.

Dated: June 9, 2016

File ID: A 16-126

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 7
TO SERVICES AGREEMENT
BETWEEN CREDIT CONSULTING SERVICES, INC. (CCS) AND
NATIVIDAD MEDICAL CENTER
FOR
DEBT COLLECTION SERVICES**

This Amendment No. 7 to the Services Agreement ("Agreement") which was effective on August 1, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Credit Consulting Services, Inc. (CCS), (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Collection Services with a term August 1, 2007 through June 30, 2009 and a total Agreement amount not to exceed \$1,000,000; and

WHEREAS, NMC and CONTRACTOR renewed and amended the Agreement via Renewal and Amendment No. 1 to extend the term for an additional twelve month period through June 30, 2010 and to add an additional \$700,000 thereby increasing the total agreement amount to \$1,700,000; and

WHEREAS, NMC and CONTRACTOR renewed and amended the Agreement via Renewal and Amendment No. 2 to extend the term for an additional twelve month period through June 30, 2011, and to add an additional \$700,000 thereby increasing the total agreement amount to \$2,400,000; and

WHEREAS, NMC and CONTRACTOR renewed and amended the Agreement via Renewal and Amendment No. 3 to extend the term for an additional twelve month period through June 30, 2012 and to add an additional \$700,000 thereby increasing the total agreement amount to \$3,100,000; and

WHEREAS, NMC and CONTRACTOR renewed and amended the Agreement via Renewal and Amendment No. 4 to extend the term for an additional twelve month period through June 30, 2013; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Amendment No. 5 to extend the term for an additional twenty four month period through June 30, 2015; and

WHEREAS, NMC and CONTRACTOR renewed and amended the Agreement via Renewal and Amendment No. 6 to extend the term for an additional twelve month period through June 30, 2016; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three month period through September 30, 2016 to allow for current collection services to continue while NMC completes the Request for Proposals (RFP) #9600-64 process for Debt Collection Services, and to add an additional \$300,000 thereby increasing the total agreement amount to \$3,400,000.

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 Original Agreement and in Renewal and Amendment No 1, Renewal and Amendment No. 2, Renewal and Amendment No. 3, Renewal and Amendment No. 4, Amendment 5, and Renewal and Amendment No. 6 incorporated herein by this reference, except as specifically set forth below.

1. The last sentence of Section 2 "PAYMENTS BY COUNTY" shall be amended to the following:
"The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$3,400,000."

2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from August 1, 2007 to September 30, 2016, unless sooner terminated pursuant to the terms of this Agreement"
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement and Renewal and Amendment No 1, Renewal and Amendment No. 2, Renewal and Amendment No. 3, Renewal and Amendment No. 4, Amendment 5, and Renewal and Amendment No. 6.
4. A copy of this Amendment No. 7 shall be attached to the Original Agreement.
5. This Amendment No. 7 is effective when signed by both NMC and CONTRACTOR.

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IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 7 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: [Signature]
Gary R. Gray, DO, CEO

Date: 6/1/16

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: April 12, 2016

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 4-11-16

CONTRACTOR

Credit Consulting Services, Inc.
Contractor's Business Name***

[Signature]
Signature of Chair, President, or Vice-President

RODNEY MEELS, J.P.
Name and Title

Date: 4/6/16

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

Debra Meeks, Secretary
Name and Title

Date: 4-6-16

*****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)