



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
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A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-13319	Receivable Solutions, Inc.
Agreement No.: A-13320	Credit Consulting Services, Inc.

- a. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute amendment No. 6 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 year (October 1, 2023 through September 30, 2024) for a revised full agreement term of October 1, 2016 through September 30, 2024 and adding \$1,000,000 for a revised total aggregate amount for all contracts not to exceed \$10,270,000.
- b. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute a single amendment to the agreement that does not cause an increase of more than 10% (\$240,000) of the original Agreement amount, that will not increase the total Agreement amount above 10,510,000 and which does not significantly alter the scope of work.

PASSED AND ADOPTED on this 29th day of August 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

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 August 29, 2023.

Dated: August 30, 2023
File ID: A 23-409
Agenda Item No.: 25

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 6
TO SERVICES AGREEMENT
BETWEEN RECEIVABLE SOLUTIONS, 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 Receivable Solutions, 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 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 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**

DocuSigned by:
Charles Harris
4E1F837D204E481...
By: _____
Charles R. Harris, CEO
Date: 9/1/2023 | 12:00 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
By: _____
Monterey County Deputy County Counsel
Date: 7/13/2023 | 7:36 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
By: _____
Monterey County Deputy Auditor/Controller
Date: 7/13/2023 | 7:49 AM PDT

CONTRACTOR

Receivable Solutions, Inc.

CONTRACTOR's Business Name
See instructions below
[Signature]
By: _____
(Signature of: Chair, President, or Vice-President)
Brent D. Rollins, CEO

Name and Title

Date: *07/10/2023*

By: *John Baker*

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

Name and Title

Date: *7/10/2023*

*****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).