



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14729

- a. Approve and authorize the Director of Health, or Assistant Director of Health, to execute Amendment No. 1 to Agreement with Credit Consulting Services, Inc. (CCS) for debt collection services, extending the term for an additional two (2) years for a new term of July 1, 2018 through June 30, 2022, and increasing the contract amount by \$97,000 for a revised contract amount not to exceed \$195,400; and
- b. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the total contract amount (\$19,540), or significantly change the scope of work.

PASSED AND ADOPTED on this 9th day of June 2020, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None
(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 June 9, 2020.

Dated: June 9, 2020
File ID: A 20-148
Agenda Item No.: 33

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

Joel Pablo

Joel G. Pablo, Deputy



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 20-148

June 09, 2020

Introduced: 5/15/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health, or Assistant Director of Health, to execute Amendment No. 1 to Agreement with Credit Consulting Services, Inc. (CCS) for debt collection services, extending the term for an additional two (2) years for a new term of July 1, 2018 through June 30, 2022, and increasing the contract amount by \$97,000 for a revised contract amount not to exceed \$195,400; and
- b. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the total contract amount (\$19,540), or significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health, or Assistant Director of Health, to execute Amendment No. 1 to Agreement with Credit Consulting Services, Inc. (CCS) for debt collection services, extending the term for an additional two (2) years for a new term of July 1, 2018 through June 30, 2022, and increasing the contract amount by \$97,000 for a revised contract amount not to exceed \$195,400; and
- b. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the total contract amount (\$19,540), or significantly change the scope of work.

SUMMARY/DISCUSSION:

The Health Department Clinic Services Bureau (Clinic Services) operates ten community clinic sites designated as Federally Qualified Health Centers (FQHCs) which provide preventive, primary, and specialty medical care services

As an FQHC, Clinic Services must comply with the Health Resources and Services Administration (HRSA) requirements to make every effort to collect payments for services from patients in accordance with an approved sliding scale fee program. Clinic Services offers a sliding scale fee program to its patients that allows discounts on services for those with incomes at or below 200% of the Federal Poverty Level.

On July 1, 2018, an Agreement with CCS was signed to provide debt collection and reporting services to Clinic Services through June 30, 2020 for an amount not to exceed \$98,400. Approval of this Amendment No. 1 will increase funding and extend services through June 30, 2022 to maintain the required debt collection services in place for Clinic Services patients while adhering to HRSA and sliding scale fee requirements.

While this work is not directly in support of a Health Department strategic initiative, it is in support of one or more of the ten essential public health services, specifically; 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has approved this Agreement as to form.

FINANCING:

Sufficient funds are available in the FY 2020-2021 Recommended Budget for Clinic Services Bureau, Health Department (4000-HEA007). There is no financial impact to the General Fund resulting from approval of this Amendment No. 1.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

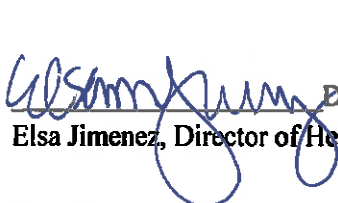
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

 Date: 05/21/2020
Elsa Jimenez, Director of Health, 755-4526

Attachments:

Amendment No 1 is on File with the Clerk of the Board.

Agreement is on File with Clerk of the Board.

**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

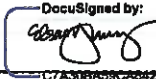
WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term of Agreement for two (2) additional years and increase the amount payable by County, as specified below.

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

By: 
Elsa Jimenez, Director of Health
Department of Health

Date: 6/11/2020 | 12:07 PM PDT

Approved as to Legal Form

By: 
Stacy L. Saetta, Deputy County Counsel

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

Approved as to Fiscal Provisions:

By: 
Gary Giboney, Auditor-Controller BURCU MOUSA


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

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

CONTRACTOR

By: 

Name: RODNEY MEEKS

Title: PRESIDENT / CEO

Date: 3/23/2020

By: 

Name: RODNEY MEEKS

Title: CFO

Date: 3/23/2020

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:

COLLECTION SERVICE		
Category	Regular Contingency Fee	Legal Contingency Fee
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

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.