



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No. A-13319 & A-13320; Amendment No. 2

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreements with Receivable Solutions, Inc. (A-13319) and Credit Consulting Services, Inc. (A-13320) for debt collection services, adding \$2,400,000 for a revised total aggregate amount not to exceed \$6,970,000 with no change to the agreement term of October 1, 2016 through September 30, 2020.

PASSED AND ADOPTED on this 19th day of November 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker 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 November 19, 2019.

Dated: November 19, 2019
File ID.: A 19-392
Agenda Item No.: 20

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN RECEIVABLE SOLUTIONS INC. AND
NATIVIDAD MEDICAL CENTER
FOR
DEBT COLLECTION SERVICES**

This Amendment No. 2 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 (hereinafter "NMC"), and Receivable Solutions, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Parties entered into an Agreement for Debt Collection Services pursuant to RFP # 9600-64 with a three (3) year term ending September 30, 2019 with the option to extend for two (2) additional one (1) year periods, and for which the Monterey County Board of Supervisors approved a total aggregate amount for both Agreements 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 increasing the total aggregate amount for both Agreements to \$4,570,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement 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.

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 incorporated herein by this reference, except as specifically set forth below.

1. Section 5.4 under "COMPENSATION AND PAYMENTS" shall be omitted in its entirety and replaced with the following:
"Because CONTRACTOR's compensation shall be based on the amount of 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 is not to exceed the sum of \$6,970,000."
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
3. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
4. This Amendment No. 2 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: Andrew Rosenberg
for Gary R. Gray, DO, CEO

Date: 12/2/19

APPROVED AS TO LEGAL PROVISIONS

By: Hay Saitta
Monterey County Deputy County Counsel

Date: 10/25/19

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 10-17-19

CONTRACTOR

Receivable Solutions Inc.

CONTRACTOR's Business Name

See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

Brent D. Hollins, President
Name and Title

Date: 10/08/2019

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

Downlow Dubant Secretary
Name and Title

Date: 10/8/2019

*****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).