



Monterey County

Board Order

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

Agreement No.: A-11010

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal & Amendment No. 4 to the Agreement (A-11010) with Credit Consulting Services Inc. for Bad Debt Collection Services at NMC, extending the Agreement to June 30, 2013 for a total Agreement amount not to exceed \$3,100,000 (no increase to previously approved amount) in the aggregate.

PASSED AND ADOPTED on this 4th day of December 2012, by the following vote, to wit:

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

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 76 for the meeting on December 4, 2012

Dated: December 6, 2012
File Number: A 12-204

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

By *Denise Hancock*
Deputy

**RENEWAL AND AMENDMENT #4
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
CREDIT CONSULTING SERVICES INC.**

THIS RENEWAL to the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and **CREDIT CONSULTING SERVICES INC.** (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Professional Services (hereinafter, "Agreement"), on August 1, 2007 and

WHEREAS, the Agreement was amended on July 1, 2009 (hereinafter, "Amendment No. 1"); and on July 1, 2010 (hereinafter, "Amendment No. 2"); and on July 1, 2011 (hereinafter, "Amendment No. 3")

WHEREAS, the Agreement and all Amendments are attached hereto as Attachment 1; and

WHEREAS, that Agreement expired on June 30, 2012 and

WHEREAS, the Parties wish to renew the Agreement on the same or similar terms, to continue to provide services associated with Bad Debt Collection Services within the County of Monterey.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, incorporated herein by this reference, except as specifically set forth below.
2. The term of this RENEWAL is from July 1, 2012 to June 30, 2013 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$3,100,000.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

**NATIVIDAD
MEDICAL CENTER**

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 12-8-12

By: [Signature]
Harry Weis, NMC CEO

Date: 10/12/12

By: [Signature]
Stacy Saetta, Deputy County Counsel

Date: 10/18/12

By: [Signature]
Gary Giboney, Auditor's Office

Date: 10-18-12

CONTRACTOR

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

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

Jeffery Meeks - Pres
Name and Title

Date: 9/29/12

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

Debra Meeks, Secretary
Name and Title

Date: 9-29-12

***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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.