



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 Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (A-11010) with Metro Republic Commercial Service Inc. for Bad Debt Collection Services at NMC, extending the Agreement to June 30, 2015 for a total Agreement amount not to exceed \$3,100,000 (no change to previously approved amount) in the aggregate.

PASSED AND ADOPTED on this 11th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

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 June 11, 2013.

Dated: June 14, 2013
File Number: A 13-076

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

By

Deputy

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Metro Republic Commercial Service Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Bad Debt Collection Services**

This Amendment No. 5 to Professional Services Agreement ("Agreement"), dated August 1, 2007, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Metro Republic Commercial Service Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2009 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, on July 1, 2011 via Amendment No. 3, and on Jul1, 2012 via Amendment No.4; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA549).
2. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from August 1, 2007 to July 30, 2009 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is August 1, 2007 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos.1, 2, 3, and 4 are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 5 and all previous amendments shall be attached to the original Agreement (No. MYA549).
5. The effective date of this Amendment is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

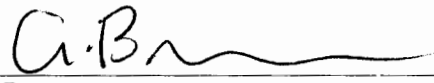
By: 
Sid Cato, NMC Contracts Manager

Date: 7-1-13

By: 
Harry Weis, NMC Chief Executive Officer

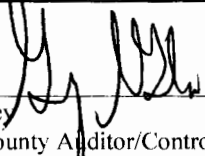
Date: 5/1/13

APPROVED AS TO LEGAL PROVISIONS

By: 
Anne Brauer
Monterey County, Deputy County Counsel

Date: May 6, 2013


APPROVED AS TO FISCAL PROVISIONS

By: 
Gary Giboney
Monterey County Auditor/Controller's Office

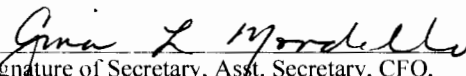
Date: 5-6-13

Contractor

Metro Republic Commercial Service, Inc.
Contractor's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President
MIGUEL ANDRADE
V.P. of OPERATIONS
Name and Title

Date: 4-26-13

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

Gina Lestelle Mondello, CFO
Name and Title

Date: 04/26/2013

*****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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)