RENEWAL AND AMENDMENT NO. 8 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND CREDIT CONSULTING SERVICES, INC. FOR DEBT_COLLECTION SERVICES

This Renewal and Amendment No. 8 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Credit Consulting Services, Inc. (hereinafter "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 Credit Consulting Services, 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 amended 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 amended the Agreement on September 1, 2023 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.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 7 to extend it for an additional nine (9) month period (October 1, 2024 through June 30, 2025) for a revised Agreement term October 1, 2016 through June 30, 2025 allow for services to continue with no additions to the scope and to increase the amount payable by \$2,700,000 for a revised total aggregate amount not to exceed \$12,970,000; and

WHEREAS, the Agreement expired on June 30, 2025; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement retroactive to July 1, 2025 to extend the term for an additional one (1) year period (July 1, 2025 through June 30, 2026) for a revised full Agreement term of October 1, 2016 through June 30, 2026 to allow for continued need of CONTRACTOR's services and to increase the amount payable by an additional \$3,500,000 for a total Agreement amount not to exceed \$16,470,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

- 1. <u>Section 5.4 under</u>, "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 \$16,470,000."
- 2. The first sentence of <u>Section 3 /Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following:
 - "The term of this Agreement is from October 1, 2016 through June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement."
- 3. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 3, Amendment No. 4, Renewal & Amendment No. 5, Amendment No. 6, and Amendment No. 7 or this Renewal & Amendment No. 8, the provisions of this Renewal and Amendment No. 8 shall govern.
- 4. This Renewal and Amendment is effective retroactively on July 1, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 8 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER	CONTRACTOR
Dec	CREDIT CONSULTING SERVICES
By: Charles R. Harris, CEO	CONTRACTOR's Business Name **Signature instructions below** DocuSigned by:
Date:	By: (Signature of Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Rodney Meeks President
Signed by:	Name and Title
By: Stary Southa Monterey County Deputy County Counsel	8/26/2025 11:39 AM PDT
Date:	By:
	By:
APPROVED AS TO FISCAL PROVISIONS DocuSigned by:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By: E70EF64E57454F6 By: By: By: By: By: By: By:	Rodney Meeks CFO
Monterey County Chief Deputy Auditor-Controller	Name and Title
9/3/2025 8:15 AM PDT Date:	8/26/2025 11:39 AM PDT Date:
***SIGNATURE 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. (2 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, (2 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. (1 signature required)