



Monterey County Board of Supervisors

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

Board Order

Agreement No. A-13319, Amendment No. 1: Receivable Solutions

Agreement No. A-13320, Amendment No. 1: Credit Consulting Services, Inc.

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 with Credit Consulting Services, Inc. (A-13320) and Receivable Solutions, Inc. (A-13319) for debt collection services at NMC pursuant to the Request for Proposals (RFP) #9600-64, extending the agreement an additional one (1) year period (October 1, 2019 through September 30, 2020) for a revised full agreement term of October 1, 2016 through September 30, 2020, with one remaining option to extend for one (1) additional year, and adding \$2,177,000 for a revised total aggregate amount not to exceed \$4,570,000.

PASSED AND ADOPTED on this 8th day of January 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, 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 81 for the meeting January 8, 2019.

Dated: January 9, 2019
File ID: A 18-477

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

Joel G. Pablo, Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN CREDIT CONSULTING SERVICES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
DEBT COLLECTION SERVICES**

This Amendment No. 1 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 Credit Consulting Services, 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, in which the Monterey County Board of Supervisors approved a total aggregate amount not to exceed \$2,400,000 annually for all Agreements awarded per RFP #9600-64 for Debt Collection Services; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through September 30, 2020 to allow for services to continue with no changes to the original scope of work or billing rates with an increase of \$2,177,000 for a total aggregate amount of \$4,570,000 annually for all Agreements awarded per RFP #9600-64.

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 Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1, "TERM OF AGREEMENT" shall be amended to the following:
"The initial term shall be effective on October 1, 2016 for a four (4) year period through September 30, 2020 with the option to extend the Agreement for one (1) additional one (1) year period. NMC is not required to state a reason if it elects not to renew this Agreement."
2. Section 5.4 under "COMPENSATION AND PAYMENTS" is 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 certainty; 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 \$4,570,000"
3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
5. This Amendment No. 1 shall be effective when signed by both parties.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 11/14/15

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 10/31/18

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 11/11/18

CONTRACTOR

Credit Consulting Services, Inc.

CONTRACTOR's Business Name

See instructions below

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

RODNEY MEEKS, CEO
Name and Title

Date: 10/18/18

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

Secretary
Name and Title

Date: 10.18.18

*****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).