



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

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

Agreement No.: A-15495

Authorize the execution by the Interim Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee of amendments to an agreement with Huffmaster Crisis Response, Inc., for nurse and allied professional staffing services in the event of a labor strike at Natividad Medical Center, to increase the current maximum liability of \$93,988 in additional amounts as needed, until the conclusion of the labor dispute. (ADDED VIA ADDENDA)

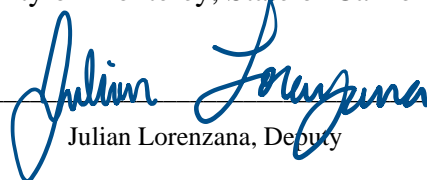
PASSED AND ADOPTED on this 24th day of August 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

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 August 24, 2021.

Dated: September 1, 2021
File ID: A 21-463
Agenda Item No.: 22.1

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN HuffMaster Crisis Response, Inc., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Nurse and allied professional staffing services**

This Amendment No. to the Services Agreement ("Agreement") which was effective on August 20, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and HuffMaster Crisis Response, Inc. ("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 Agreement was executed for Nurse and Allied Professional Staffing Services with a term August 20, 2021 through **conclusion of Dispute**, and a total Agreement amount not to exceed \$93,988; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to allow for services to continue, with a \$458,000 increase for a total Agreement amount of \$551,988.

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 3 / Paragraph titled, "Payment Terms" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Schedule-A of the Original Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$551,988."
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement and in Amendment No. 1.
3. A copy of this Amendment No. 1 shall be attached to the Agreement.

The remainder of this page was intentionally left blank.

~ 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.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: 
Charles R. Harris, Interim CEO

Date: 9/13/21

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 9/13/2021

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 9-13-2021

CONTRACTOR

CONTRACTOR's Business Name


See instructions below

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

Craig Cassady President

Name and Title

Date: 9/10/21

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

Michael Ponke Director of Finance

Name and Title

Date: 9/10/2021

*****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).