



MASTER SERVICES AGREEMENT
HEALTHCARE STRIKE

For

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD
MEDICAL CENTER
Salinas, California

August 20, 2021

Our Mission Statement

We keep business in business by providing comprehensive, custom business interruption, investigative and security management services to our customers. We are dedicated to leading the industry by consistently exceeding expectations of our customers and employees.

MASTER SERVICES AGREEMENT

This Agreement is made and entered into as of the earlier of the date of execution or when Services first commenced by and between **Huffmaster Crisis Response, Inc.**, with principal offices at **1055 W. Maple Road, Clawson, Michigan 48017** (“Huffmaster”), and **County of Monterey, on behalf of Natividad Medical Center** (“Client”), for its facility, or facilities, located at **1441 Constitution Boulevard, Salinas, CA 93906** (the “Facility”).

WHEREAS, Huffmaster is engaged in the business of offering staffing and security services in the event of a labor strike (collectively, the “Services”).

WHEREAS, Client requires the aforementioned Services due to a labor dispute (the “Dispute”) and wishes to retain Huffmaster on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services

Client hereby retains Huffmaster to provide Services pursuant to the terms contained in the Schedule(s) attached hereto and incorporated herein by reference.

2. Term

2.1 **Term**. This Agreement shall be effective upon its execution and shall be effective until the conclusion of the Dispute (the “Initial Term”). The parties may extend the term for any length of time by mutual agreement in writing (the “Renewal Term”).

2.2. **Cancellation**. The Agreement may be cancelled by either party upon the earlier of: (1) delivery of written notice of termination to the other party effective seven (7) days after the notice is received, or; (2) delivery of written notice to Huffmaster that Client has reached a tentative agreement with its labor organization. Failure of Client to promptly pay all amounts due as required by this Agreement shall grant Huffmaster the option to terminate its Services upon twenty-four (24) hours written notice to Client.

2.3 **Reimbursement of Expenses**. Upon termination of this Agreement, Client shall pay, or reimburse Huffmaster for any termination expenses incurred in returning all Huffmaster Personnel to their original point of origin.

3. Payment Terms

3.1 **Fees**. Client shall pay to Huffmaster the fees and rates as described in the attached Schedule(s) (collectively, the “Fees”). Huffmaster reserves the right to modify the Fees in the event of any change in law, regulation, current market markups, or governmental policy which impacts the cost of providing the Services to the Client. The maximum liability of this Agreement is \$93,988. Further increases in the maximum liability shall be subject to written amendments executed by the parties.

3.2 **Payment of Fees**. All payments made hereunder shall be in United States Dollars and shall be made by wire transfer. All Fees are due within seven (7) days of receipt of Huffmaster’s invoice, unless otherwise stated herein. Huffmaster will send invoices to the Client’s designated representative. Huffmaster reserves the right to withhold delivery of the Services until the Fees that are due on the

Effective Date are received by Huffmaster. Client agrees to waive all confidentiality covenants made by Huffmaster to Client in Huffmaster's pursuit of collection of any balance due.

3.3 Late Payment Charges. Huffmaster may charge a late fee of one and one-half percent (1.5%) per month on all amounts not timely paid to Huffmaster or the highest rate allowed by law, whichever is less.

3.4 Commitment Fees, Preparation Fees, and Activation Fees. Client shall pay a Tiered Pre-Strike Deposit of \$200.00 - \$250.00 per person fee for all Nursing, Administrative and Security Personnel (the "Commitment Fee") as follows:

Less Than 100 Personnel	\$250.00 Per Person
Greater Than 100 Personnel	\$200.00 Per Person

Due to the difficulty in recruiting and licensing **Allied & Service Personnel** (defined in the attached schedule(s)) to work during a strike, a **\$250.00 per person** fee ("Commitment Fee") is required for all Allied & Service Personnel.

All Commitment Fees are due to Huffmaster immediately upon execution of a letter of agreement, or this Agreement, prior to a notice of intent to strike. Commitment Fees are used by Huffmaster to perform recruiting activities for a thirty (30) day pre-strike period. An additional Commitment Fee (the "Recurring Commitment Fee") will be due to Huffmaster for each recurring thirty (30) day period requested by the Client, prior to the receipt of a notice of intent to strike. The Recurring Commitment Fee will be reduced by twenty-five percent (25%) for the first Recurring Commitment Fee only. In addition, any Recurring Commitment Fee initiated by the Client may be modified based upon any change in staffing needs communicated to Huffmaster by the Client.

Upon receipt of a notice of intent to strike, Huffmaster will bill Client \$250.00 per person fee ("Preparation Fee") for all Personnel that will be provided by Huffmaster to Client ("Personnel"). In the event the Agreement is executed after the Client has received a notice of intent to strike, the Client shall be charged a fee of **\$750.00** per Personnel ("Activation Fee").

Upon postponement of a strike, Client shall be charged a fee of \$150.00 per Personnel ("Preparation Fee") due upon the Client's receipt of a subsequent notice of intent to strike.

All Commitment, Preparation, and Activation Fees are used when paid to recruit, prepare, and activate Personnel to perform the Services and are therefore non-refundable.

Once Facility provides Companies with written authorization to begin recruiting, an Operational Needs Analysis (ONA) meeting will be scheduled to resolve file requirements/immunizations, electronic file delivery, scheduling, Orientation schedule/process, **badging** process, and traffic flow for start and end of shift. The Operational Needs Analysis meeting will include the following personnel from Facility: Employee Health, Human Resources, Scheduling, and Licensing (including meeting with the Licensing Board).

3.5 Minimum Hourly Guarantees. Six (6) days prior to the commencement of the strike, Client is to pay hourly guarantees for all Personnel, which are equal to **sixty (60)** hours pay per person at the hourly rate specified in the attached schedule(s) (the "Minimum Hourly Guarantee"). The Minimum Hourly Guarantee becomes non-refundable for any Personnel that begin travel prior to cancellation.

Client must confirm by actual phone conversation followed by an e-mail or fax, with Craig Cassady or Huffmaster that the Personnel are to begin travel, so that they may report or assemble as agreed in the attached schedule(s). Huffmaster will not deploy Personnel until written instructions are received.

Four (4) days prior to the commencement of the strike or upon commencement of travel by the Personnel, whichever is sooner, Client shall be billed for the estimated travel, housing, per diem, equipment, and pre/post-strike costs. In the event of cancellation, Huffmaster will refund all recoverable deposits for housing and transportation.

Client shall pay a deposit to Huffmaster on or before the first day of the strike. equal to forty (40) hours regular rate plus forty-four (44) hours overtime rate per person, minus the Minimum Hourly Guarantee ("First Weeks Deposit"). Estimated housing and per diem expenses shall also be included.

Huffmaster requires a deposit which is due on the first day of each forthcoming week ("Forthcoming Weeks Deposit"). The Forthcoming Weeks Deposit is equal to forty (40) hours regular rate plus forty-four (44) hours overtime rate per person. Estimated housing and per diem expenses shall also be included.

3.6 Training and Orientation. All Personnel will undergo training and orientation as required by the Client ("Orientation"). Client shall be responsible for providing Orientation to all Personnel and shall provide documentation of same to Huffmaster. Time in which the Personnel are required to be present and prepared to work is billed at the Personnel's regular hourly rates. In the event that the strike settles prior to the first scheduled shift, all time spent in Orientation is included in the Minimum Hourly Guarantee and all stand-by hours are paid in addition to the Minimum Hourly Guarantee.

3.7 On Call. Client shall pay \$30.00 an hour for all hours that Personnel are placed On Call. If called in, Client shall be invoiced for a minimum call back of two (2) hours, billed at overtime rates. All hours that Personnel work in excess of thirteen (13) hours on the day of the strike, and everyday thereafter until the strike ends, is considered call back and Huffmaster shall bill Client at overtime rates.

4. Scheduling and Hourly Rates

4.1 Scheduling of Personnel. Client shall be billed twelve (12) hours per day for all deployed Personnel. Personnel shall be available to work a minimum of twelve (12) hours per day for up to six (6) days per week. Client shall pay for each shift, or portion thereof, during which the Personnel worked, traveled or was guaranteed, at the rates agreed upon in the attached schedule(s).

4.2 Minimum Weekly Guarantee. Client shall be billed a minimum of sixty (60) hours per week for all deployed Personnel at the hourly rate specified in the attached Schedule for each full week that Personnel are deployed.

4.3 Overtime. Client shall be billed overtime rate amounts for all Personnel hours worked in accordance with the attached schedule(s). The overtime rate is invoiced pursuant to the bill rate and is calculated in accordance with local, state and federal overtime requirements.

4.4 Double Time. Client shall be billed for double time shall for all actual work hours performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day to all Personnel.

4.5 Standby. If Personnel have begun travel to the Client and the strike is postponed, upon Client's request that Personnel be placed on standby until the strike starts or is settled, Client shall be billed for Personnel at the standby rates. The time Personnel are on standby shall be billed in addition to the Weekly Guarantees. If Client requires Personnel to be deployed in excess of one day prior to the anticipated start date, then Personnel shall be treated as on Standby for any day after they are deployed, with the exception of the day they are in Orientation hours.

4.6 Utilization of the Personnel. Client agrees to utilize Personnel in skilled areas only. If required to float, Personnel will only float to areas in which they are skilled and experienced to work within, subject to written Huffmaster approval.

4.7 Acknowledgment of Huffmaster Staff Scheduling. Client acknowledges that Huffmaster supervisory staff, such as the Site Coordinator and Labor Coordinators commonly work more than twelve (12) hours per shift and that Huffmaster's Shift Supervisor and Labor Coordinators may, if necessary, extend shifts for Personnel beyond twelve (12) hours, and all such costs shall be borne by the Client.

4.8 Staffing During Work Stoppage. Huffmaster's Personnel shall only work while the work stoppage is in progress, unless otherwise agreed upon by the parties in writing. At all times the Personnel shall remain under the direct supervision of Client.

4.9 Notification Requirements. Client shall timely notify Huffmaster of staffing needs and any changes that occur in advance of the notice of intent to strike received by Client from the union. Upon receipt of the notice of intent to strike, Client shall immediately notify Huffmaster via telephone and in writing and provide a confirmed order of Personnel specifying exact numbers per area of practice. Failure to timely notify Huffmaster may result in a delay in deployment of the Personnel and Huffmaster shall be excused from its deployment timelines for the length of any delay in notification.

4.10 Performance Evaluation of Personnel. Client shall promptly complete and provide Huffmaster with a formal performance evaluation form supplied by Huffmaster for each Personnel provided in connection with the assignment's completion date.

4.11 Timekeeping. Client shall ensure a supervisor is available and authorized to certify Personnel time sheets at the conclusion of each shift worked by Personnel. In the absence of a Client supervisor, Client shall not dispute the hours worked by Personnel. Copies of these timesheets shall be made available to Client within a reasonable time upon Huffmaster's receipt of a written request.

5. Health Care Staffing

5.1 Joint Commission Standards. Huffmaster will coordinate with Client to the extent necessary to meet or exceed the Joint Commission Standards provided by Personnel. Each Facility shall be assigned two (2) Labor Coordinators. Personnel shall be subject to Client policies and practices, in the performance of their respective duties.

5.2 Orientation. During Orientation/in-processing, Client shall provide (to applicable Personnel) on-site updated tuberculosis screenings, including any needed x-rays and any Client specific requirements (such as exams, immunizations, and titers), at no expense to Huffmaster. If Huffmaster can administer Client specific requirements that are in addition to Huffmaster's requirements, and Client desires that Huffmaster administers such additional requirements, Huffmaster shall charge Client for all costs incurred in connection therewith plus an additional 15% of such costs, as compensation for organizing

and administering such Client specific requirements. **Client shall provide to Huffmaster any and all documentation, including but not limited to, physicals, PPD's, chest x-rays, titers, immunizations, testing, and/or facility specific requirements administered to Personnel by Facility.** Client shall provide Personnel with Orientation that Client feels appropriate for each assignment. Orientation will be considered as hours worked by the Personnel at regular hourly bill rates and will accrue towards overtime.

5.3 Access to Books & Records. To the extent required by Sections 1861(v)(1)(I) of the Social Security Act, until the expiration of four (4) years after the furnishing of Services under this Agreement, Huffmaster shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents and records of Huffmaster, as are necessary to certify the nature and extent of the cost hereunder. If Huffmaster carries out any of its duties under this Agreement through a subcontract, for the value or cost of \$10,000 or more over a twelve (12) month period, with a related organization, such a subcontract shall contain a clause placing the same duty on the subcontractor as this contract places on Huffmaster.

5.4 HIPAA Obligations. Client acknowledges Huffmaster is not a business associate pursuant to HIPAA and will not provide Huffmaster, its supervisors, or local coordinators, protected health information as defined under HIPAA. Huffmaster is providing the Personnel as part of the Client's workforce, and the Client provided Orientation will identify and train all Personnel on Client's HIPAA policies and procedures. In the event the Client requires Huffmaster to execute a business associate agreement, it shall apply if, and only to the extent, Huffmaster is considered a business associate.

5.5 HIPAA Obligations for Staff. The parties understand that the Personnel, in the performance of their assigned responsibilities, may require access to identifiable protected health information for patients of Client. Huffmaster will provide healthcare professionals with basic HIPAA informational guidelines prior to assignment at the Facility. Huffmaster shall also provide to each healthcare professional the Client's confidentiality requirements relative to identifiable protected health information for patients as communicated and provided to Huffmaster by Client in advance of any assignment of a healthcare professional. Client shall be solely responsible for providing the necessary Facility specific training to healthcare professional at the time of assignment as required by HIPAA and consistent with the training provided to other members of Client's workforce. For purposes of HIPAA compliance, all healthcare professionals assigned to the Facilities shall be considered part of Client's workforce. The parties acknowledge that although healthcare professionals supplied to Client may have access to identifiable protected health information as part of the performance of their duties, such access shall be solely under the direction and control of Client.

6. Expenses and Accommodations

6.1 Office Use. Client shall provide Huffmaster with an office with telephone and internet service for its on-site management team a minimum of three (3) days prior to deployment of Huffmaster Personnel, to be located at the place of accommodations for Personnel.

6.2 Travel Costs. Client shall be billed travel costs by air and/or ground, to and from the assignment for Personnel. This charge will be the actual cost of travel for the existing Personnel and travel for any replacement Personnel, subject to additional fees and charges detailed below.

6.2.1 Air Travel. If travel by air, Client shall pay the cost of coach airfare, baggage and travel agent service fees. Huffmaster shall book all flights as round-trip tickets to get the best possible cost savings for Client. Huffmaster may book refundable tickets if they are available and it is cost efficient. If, for any reason a change in air travel is required, Client shall be responsible for change fees.

6.2.2 Ground Travel. If travel by ground, Client shall pay mileage fees at the business rate identified by the Internal Revenue Service.

6.2.3 Non-Refundable Fees. Client shall pay the cost of any non-refundable airline or accommodation reservation fees, not to exceed \$150.00 per reservation.

6.3 Accommodation of Personnel. Client shall pay the actual cost of living accommodations, one person to a room, for all non-local personnel.

6.4 Per Diem. Client shall pay a per diem charge of \$50.00, beginning with the day of travel to the facilities and concluding with the day of travel from the facilities, for each person assigned to Client.

6.5 Administrative Charge. In addition to other fees and charges, Client shall pay a Seven Percent (7%) administrative fee computed on, and in addition to, the actual costs of travel, housing and rental vehicles, or other accommodations arranged for and paid by Huffmaster.

6.6 Licensing Fees. Client shall pay all licensing fees necessary for Personnel to perform the Services. Costs include, but are not limited to, licensing fees, overnight shipping/mailing, transcripts, license verification(s), and any other associated costs/fees.

6.7 Background Checks; Drug Screening. Upon the Client's request, Huffmaster shall require the Personnel to submit to a background check and/or a 9-panel saliva drug test prior to the Personnel performing the Services. Client shall be invoiced for the costs of all background checks and drug screens. The Client's selection of a background check or drug screen different than that suggested by Huffmaster may result in a delay in deployment and/or additional fees.

6.8 Client Services. Client shall retain professional and administrative responsibility for all Services provided by Personnel, to the extent required under applicable state and federal laws. All Personnel shall remain under the direct supervision of Client.

6.9 Transportation of Personnel. Huffmaster shall organize and provide all local transportation needed to transport the Personnel to and from the housing location to Client's jobsite. Personnel shall not be required to utilize any transportation provided by the Client and may elect to arrange their own transportation to and from the worksite. To the extent Huffmaster incurs any cost in the transportation of Personnel, Client shall be responsible for such costs plus the Huffmaster administrative fee described in Section 6.5.

6.10 Equipment. In the event Huffmaster-supplied equipment is damaged or destroyed by any third party, including any Client employees or strikers, Client shall pay the actual cost of repairing or replacing the damaged equipment.

6.11 Standards of Personnel. Huffmaster shall make all reasonable efforts to provide Personnel in accordance with the requirements of the Client as outlined in the attached schedule(s).

6.12 Supervision of Temporary Replacement Personnel. Huffmaster employees will provide administrative supervision of the Personnel. The Client shall be responsible for all workplace and work product supervision of the Personnel.

6.13 Payment of Personnel. Huffmaster shall be responsible for making payments to all Personnel, including all subcontractors under contract with Huffmaster to provide the Services to the Client, including payment of wages, federal and state income tax withholdings, social security tax withholdings, unemployment insurance, workers' compensation and other obligations imposed by federal, state and local law.

6.14 Testimony After the Term. If, after Services are concluded, Client requests Huffmaster Personnel give testimony in any type of proceeding, administrative or judicial, Client shall be obligated to pay all expenses at the Personnel's rate as set forth in this Agreement, including travel costs and other fees.

6.15 Removal of Personnel. Client shall notify Huffmaster of its request to replace any Personnel and provide written documentation of such in a timely manner for Huffmaster's future evaluation of the Personnel. Client may replace any Personnel for Cause (defined below), with written notice to Huffmaster, and not incur any additional charges. For purposes of this Agreement, "for Cause" shall be defined as the Personnel's gross negligence, gross misconduct, fraud or material failure to perform duties as required by his or her job description. Client shall be responsible for all replacement costs for any replacement Personnel in the event a replacement is terminated without cause. Client shall be billed for, and required to pay for, all Personnel hours, guarantees and expenses up until the time Huffmaster receives written notice and reason for the discharge from Client plus any additional expenses related to the replacement of the Personnel, as determined in Huffmaster's sole discretion. Huffmaster will make good faith efforts to obtain a suitable replacement of the discharged Personnel upon Client's request.

7. Insurance

7.1 Insurance Requirements. Both parties shall furnish, at their own expense, and keep in full force and effect through the term of this Agreement, the following insurance coverage:

7.1.2 Workers' Compensation Insurance: As required by the laws and regulations applicable to and covering employees of Huffmaster engaged in the performance of the Services under this Agreement.

7.1.3 Employers Liability Insurance with a limit of not less than \$250,000.00.

7.1.4 General Liability Insurance: With combined coverage aggregate limits of liability of not less than \$5,000,000.00 for bodily injury and property damage.

7.1.5 Professional Liability Insurance: If the provided Personnel are subject to professional liability requirements, the parties shall each acquire professional liability insurance for all such workers in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.

7.2 Additional Insured. Client shall name Huffmaster as an additional insured on all insurance policies required pursuant to this Agreement.

7.3 Vehicle Insurance. If any vehicles are supplied by a rental agency for Huffmaster operations, Huffmaster may elect to obtain insurance in its sole discretion. The cost of rental, insurance and operation shall be passed through to Client. Billing may be in the form of estimated daily rates until the rental vehicles are returned, and the bill can be adjusted to the actual cost to Huffmaster. If Client contracts for the rental of vehicles or provides its vehicles for use by Huffmaster's employees or Personnel while performing their duties, Client shall be responsible for all costs of operation and shall maintain a minimum of \$1,000,000.00 liability insurance on each owned or rented vehicle.

7.4 Property Damage. Client shall defend and hold harmless Huffmaster for any property damage to rental vehicles.

7.5 Waivers of Subrogation. Client shall waive and require its insurers providing coverage by these requirements, including workers' compensation, to waive subrogation rights against Huffmaster and all other additional insured(s) for losses and damages incurred and/or paid under the insurance policies required by these requirements or other insurance applicable to Huffmaster or its subcontractors, suppliers, or other affiliated entities. If the insurance policy referred to in this Section 7 requires an endorsement to provide for continued coverage of the additional insured, the Client will cause them to be so endorsed.

8. Waivers & Indemnity

8.1 Waiver of Claims. Client waives any and all rights of recovery against Huffmaster for damages or losses incurred by Client; unless such damage or loss was caused by the negligence of the Personnel supplied by Huffmaster and is directly related to the job duties assigned by Client.

8.2 Mutual Indemnification. Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party ("Indemnified Party") and its affiliates, officers, directors, shareholders, members, employees or agents from any and all liabilities, losses, damages, claims, penalties, fines, suits, judgments, costs and expenses (including reasonable attorney's fees and costs or any investigation or related action thereto) (collectively, "Claims") incurred by, or imposed or asserted against the Indemnified Party by a third party that arise from or in connection with any of the following matters: (a) errors, omissions, misconduct or negligence of the Indemnifying Party or any of the Indemnifying Party's officers, directors, members, shareholders, employees and agents, or (b) breach of the Agreement including breach or incorrectness of any representation or warranty made herein by the Indemnifying Party and/or the Indemnifying Party's failure to comply with any applicable Laws. The Indemnified Party shall provide the Indemnifying Party with written notice within ten (10) days of learning of any Claims or complaints that may reasonably result in the indemnification of the Indemnified Party, provided, however, that failure by the Indemnified Party to provide notice to the Indemnifying Party shall not relieve the Indemnifying Party of its obligations under this Section. The Indemnified Party will permit the Indemnifying Party to control the defense and settlement of the Claim, provided the Indemnifying Party may not choose an attorney(s) nor settle the claim without the Indemnified Party's prior written consent (which will not be unreasonably withheld). The Indemnified Party may (at its own cost) engage its own counsel to participate in the defense and settlement of the claim.

8.3 Disclaimer of Guarantee. Huffmaster is not an insurer and although the purpose of this Agreement is to provide the Personnel in an attempt to avoid or minimize certain risks of loss by Client; there is no guarantee by Huffmaster, implied or otherwise, that losses to Client will be avoided.

9. Limitation of Liability

9.1 No Consequential Damages. Neither party will be liable to the other for consequential, incidental, indirect, punitive, or special damages (including loss of data, revenue, or profits) except to the extent any of the above are recoverable as direct damages arising from or relating to this agreement, even if the parties have been apprised of the possibility of such damages occurring.

9.2 Liability Cap. Huffmaster's total liability to the client under or arising out of this agreement shall be limited to the greater of the aggregate amounts paid or due and owing by client to Huffmaster or the amount covered by insurance.

9.3 Limitations. The foregoing limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

9.4 Safety Act. Notwithstanding anything to the contrary in this agreement, to the extent Huffmaster's liability is limited pursuant to the safety act, or other applicable law, such limitation shall have full force and effect.

10. Independent Contractor

The parties are independent contractors. This Agreement does not create an employment relationship, partnership or joint venture between the parties or any of their employees, agents or subcontractors. Huffmaster shall be solely responsible for payment of all wages, insurance, taxes, licenses, fees and withholdings due to, or with respect to, its officers, directors, employees, agents and subcontractors. Client is not the employer of and shall have no direct employer related liability to or with respect to, Personnel hired or retained by Huffmaster pursuant to this Agreement.

11. Client Responsibilities

11.1 Notification Requirements. Client shall timely notify Huffmaster of staffing needs and any changes that occur.

11.2 Legal Compliance. Client shall comply with all federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to any of the foregoing (collectively, "Laws"). Violations of such Laws, including the engaging in unfair, deceptive, or abusive acts or practices may, in Huffmaster's sole discretion, be cause for immediate termination of this Agreement. Client shall promptly notify, in writing, Huffmaster of any material violations of Law alleged or determined to exist by any governmental or regulatory agency, court, or any other entity against Huffmaster or involving Huffmaster's practices, policies, or services. Client also agrees to abide by any state specific Addendum attached hereto.

11.3 Reports to Huffmaster. Client agrees to immediately report to the Huffmaster signatory any incident involving a risk to patient safety, quality of care or a security incident involving property damage, where Huffmaster's employees or Personnel are involved. This includes errors, injuries and safety hazards, as defined by Joint Commission standards, for Sentinel Events both reportable and not reportable. Client also agrees to immediately notify the Huffmaster signatory, of any incident involving the occurrence of, or any risk of, property damage, injury, and any event which may result in a claim,

including for disability insurance or worker's compensation, whenever Huffmaster's employees or the Personnel are involved. As applicable, Huffmaster and Client will cooperate with each other to conduct an investigation of the employee/Personnel's role in the incident, identifying possible causes and actions that can be taken by each party in the future to prevent recurrence.

11.4 Worker's Compensation. Client agrees to notify Huffmaster, by both telephone and e-mail, within twenty-four (24) hours of learning of a possible Workers' Compensation injury and will provide all corresponding reports to Huffmaster within seven (7) days of the injury.

11.5 Non-Solicitation of Personnel. During the Term of this Agreement and for a period of one (1) year following the termination or expiration hereof, Client will not solicit, interview, hire, or discuss employment prospects with any officer or employee of Huffmaster without its prior written approval.

11.6 Personal Protection Equipment (PPE). Client shall be responsible for providing all required Personal Protective Equipment (PPE) to Personnel listed in the attached schedule(s) as required by law, CDC or OSHA guidance or industry standards. Client's failure to provide the necessary PPE shall be deemed a breach of this Agreement under which Huffmaster may immediately terminate this Agreement.

12. Miscellaneous

12.1 Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement, where such failure is caused by any occurrence, event or other matter, which is beyond the control of such party, including, without limitation, court order, order of Federal, State or Local government, acts of God, failures or delays in transportation, explosions, sabotage, accidents, riots, civil commotions, acts of war and other similar causes.

12.2 Assignment. Neither party may assign or delegate this Agreement or any of its rights or duties hereunder, directly, indirectly, by operation of law or otherwise, without the written consent of the other, and any such purported assignment or delegation shall be void. Notwithstanding the foregoing, Huffmaster may assign this Agreement or any rights thereunder, to any parents, subsidiaries, divisions, or affiliate entities, or in connection with the sale or other transfer of substantially all of Huffmaster's equity or assets to which this Agreement relates.

12.3 Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

12.4 Arbitration. Except as otherwise provided in this Agreement, any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Southfield, Michigan, in accordance with the Commercial Arbitration Rules of the American Arbitration Association through a single arbitrator. If the parties cannot agree to a single arbitrator, the parties shall each select an arbitrator that will work together to select the single arbitrator. Any award rendered therein shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction thereof. The costs of the arbitrator shall be split equally between the parties.

12.5 Choice of Law & Venue. The construction, interpretation, and performance of this Agreement and all transactions under it will be governed by the laws of the state the Services will be performed in, excluding its choice of law rules. Any dispute or controversy arising out of or related to this Agreement or any breach hereof, or the termination of this Agreement, must be brought in the State or Federal Courts of a state a party is headquartered or domiciled. The parties waive the right to trial by jury in any proceeding. In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover all its costs and expenses, including attorney’s fees and costs to collect these costs.

12.6 Integration and Modification. This Agreement, and any other document incorporated herein by reference, may not be modified or altered unless any such modification or alteration is signed by each of the parties hereto. In the event of a conflict between this Agreement and any incorporated Schedule, SOW, or Addendum, the Schedule, SOW, or Addendum shall control.

13. Contagion Outbreak Responsibilities

Should a Huffmaster staff member be quarantined while deployed at a Client facility, Client will assume the costs for a quarantine which consists of lodging, per diem, 40 hours per week wages for up to 14-days, not to exceed the amount of \$9,000 per person. During any Contagion Outbreak, to be eligible for such support individuals must comply with all regulations, national, state, local, or Company including but not limited to the following: wearing masks in all public places including restaurants at all times except while sitting and eating, maintaining social distancing as defined by a minimum of 6 feet in public places, limiting exposure to the public including restricting exposure to contagion by limiting attendance to high risk areas such as bars, events or other as defined by the local health authority (including staying home while completing ‘essential worker’ tasks and functions).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date shown below.

COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER

HUFFMASTER CRISIS RESPONSE, INC.

BY: 
for Charles R. Harris, M.D., Interim CEO,
TITLE: Natividad Medical Center

BY: 
TITLE: Senior Director

DATE: 8/20/2021 | 4:35 PM PDT

DATE: 8/20/2021

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: 
Date: 8/20/2021 | 3:36 PM PDT

Approved as to Fiscal Provisions

By: _____
Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: 
Date: 8/20/2021 | 4:11 PM PDT

SCHEDULE A
TEMPORARY REPLACEMENT STAFFING

Huffmaster shall schedule and have available for assignment the following Personnel:

<u>Allied & Service Personnel</u>	Straight Time	Overtime	Double Time
7 OR Tech	\$83.88 per hour	\$125.82 per hour	\$167.76 per hour

All Temporary Replacement personnel will be billed at an overtime rate of 1.5 times the quoted hourly rate for hours worked in excess of eight (8) hours per day. All Temporary Replacement personnel and Administrative Personnel will be billed at an overtime rate of 2.0 times the quoted hourly rate for hours worked in excess of twelve (12) hours per day and all hours worked on the seventh consecutive day.

Equipment: Huffmaster will require the following equipment to be used while performing Services under this Agreement:

(7) Cars, billed at vehicle rental rate plus the cost of operation.

Client must issue verbal instructions to deploy the Personnel by 1200-hours (Noon) on _____ (**notification date**), to Craig Cassady (248) 202-5735 (Cell) or Huffmaster (800) 446-1515 so as to enable personnel to arrive at a local hotel on _____ prepared to move on site on _____ or as quickly as possible, based on notification by Client to mobilize Personnel.

Verbal instructions must be accompanied by written instructions to deploy Personnel, delivered via fax to (248) 597-7055 or e-mail to cassady@huffmaster.com.

The following terms and conditions apply to any employee of Huffmaster assigned to Client pursuant to this Agreement ("Personnel").

1. HUFFMASTER REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS); INDEMNIFICATION

- 1.1 Client participates in the California Public Employee Retirement System ("CalPERS"). As such, Huffmaster and Client must be mindful of restrictions on the employment of persons who are not participating in CalPERS, as well as those persons who are retirees under CalPERS (hereinafter, "PERS annuitant").
- 1.2 Huffmaster shall identify in writing to Client any Personnel with prior PERS affiliation who is sent to report for Client service under the Agreement, at least two (2) business days prior to the individual being assigned by Huffmaster for service to Client.
- 1.3 Huffmaster shall identify in writing to Client any PERS annuitant who is sent to report for Client service under the Agreement, at least two (2) business days prior to the individual being assigned by Huffmaster for service to County.
- 1.4 The term "identify" is defined for purposes of this section to include both (1) the Personnel's name and (2) the last four digits of Personnel's Social Security Number.
- 1.5 The term "PERS affiliation" is defined for purposes of this section to mean the Personnel had previously worked for a governmental entity that participates or participated in CalPERS.

1.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

1.7 Should Huffmaster fail to properly identify a PERS annuitant or a Personnel with prior PERS affiliation, Huffmaster shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to Client of such individual.

1.8 Subject to any applicable limitations of law, at Huffmaster's expense as described herein, Huffmaster agrees to indemnify, defend and hold harmless the County of Monterey from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against the County of Monterey, its employees, or its purported agents or independent contractors as a result of any finding, order, judgment or other ruling that any of Personnel is a retired annuitant or common law employee for periods during which services were performed under this Agreement.

2. PERSONNEL ARE EMPLOYEES SOLELY OF HUFFMASTER; EMPLOYMENT RELATED CLAIMS; INDEMNIFICATION

2.1 Nothing in this Agreement shall create an employer and employee relationship between Personnel and Client. At all times, the Personnel shall remain an employee of Huffmaster. Huffmaster agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners or consultants including but not limited to compliance with federal and state and local wage and hours laws, laws governing workers' compensation, Social Security, lay-off or termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. Huffmaster shall cover Personnel assigned to Client under Huffmaster's own workers compensation policy throughout the term of this Agreement.

2.2 At Huffmaster's expense as described herein, Huffmaster agrees to defend, indemnify, and hold harmless the County of Monterey, its officers, agents, employees, members, subsidiaries, parent, affiliates, and successors in interest from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Huffmaster's or Client's alleged failure to pay, when due, all such compensation, premiums, taxes and obligations and including any claim of whatever nature brought by any employee of Huffmaster or any applicant of Huffmaster for employment, arising out of the hiring, or failure to hire the employee/applicant, or arising out of any aspect of his/her employment by Huffmaster and the termination thereof (collectively referred to for purposes of this Section as "Employment Claim(s)"). Huffmaster shall pay to Client any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by Client.

3. TEMPORARY EMPLOYEES

- 3.1 Huffmaster shall be responsible for tracking cumulative hours per Personnel for all assignments with Client.
- 3.2 Huffmaster shall notify Client when an individual Personnel's hours working for Client are approaching 650 hours in a fiscal year (7/1-6/30).
- 3.3 Subject to any State of California exemptions in place to ensure adequate staffing during the COVID-19 pandemic, Client shall not pay Huffmaster for services rendered beyond 720 hours per fiscal year.

COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER

HUFFMASTER CRISIS RESPONSE, INC.

BY: DocuSigned by: Andrea J. Rosenberg, Assistant Administrator, Operations & Support Services Scott Cassidy
69FE6A721568140
 for Charles R. Harris, M.D., Interim CEO,

TITLE: Natividad Medical Center

TITLE: Senior Director

DATE: 8/20/2021 | 4:35 PM PDT

DATE: 8/20/2021