

**AMENDMENT NO. 3
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. 3 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 Disputes**, and a total Agreement amount not to exceed \$93,988; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to increase the total Agreement amount by an additional \$458,000 for a total Agreement amount not to exceed \$551,988.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2 to increase the total Agreement amount by an additional \$350,000 for a total Agreement amount not to exceed \$901,988.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to increase the total Agreement amount by an additional \$5,000,000 for a total Agreement amount not to exceed \$5,901,988.

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, Amendment No. 1, and Amendment No. 2, 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 \$5,901,988.”
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Original Agreement and in Amendment No. 3.
3. A copy of this Amendment No. 3 shall be attached to the Agreement.
4. This Amendment No. 3 is effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No.3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: ~~_____~~
~~Monterey County Deputy County Counsel~~

Date: Chief Deputy County Counsel, 9/2/2022

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 9/2/2022

HUFFMASTER CRISIS RESPONSE, INC.

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

Trevor Fandale VP of Special Projects
Name and Title

Date: September 2nd 2022

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

Michael Ponke, CFO
Name and Title

Date: 9/2/2022

*****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).