

**AMENDMENT NO. 4
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 and SECURITY, ADMINISTRATIVE,
TRANSPORTATION, & TEMPORARY REPLACEMENT PERSONNEL**

This Amendment No. 4 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 amended the Agreement via Amendment No. 3 to increase the total Agreement amount by an additional \$5,000,000 for a total Agreement amount not to exceed \$5,901,988.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to allow services to continue with additions to the original scope of work attached hereto as **"SCHEDULE A-4 Per Amendment No. 4"** with a \$4,000,000 increase for the added services for a total Agreement amount not to exceed \$9,901,988.

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, Amendment No. 2, Amendment No.3 and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

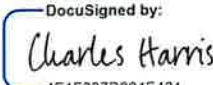
1. Section 3 / Paragraph titled, "PAYMENT TERMS" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in SCHEDULE A plus SCHEDULE A-4 as per Amendment No. 4 attached hereto this Amendment

No. 4. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$9,901,988."

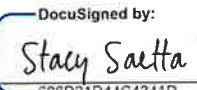
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Original Agreement and in Amendment No. 4.
3. A copy of this Amendment No. 4 shall be attached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

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No.4 on the day and year set forth herein.

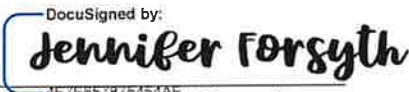
**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: 
Charles R. Harris, ~~Interim~~ CEO
Date: 7/29/2024 | 10:16 AM PDT

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel
Date: 7/26/2024 | 11:29 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller
Date: 7/29/2024 | 10:14 AM PDT


HUFFMASTER CRISIS RESPONSE, INC.

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

Trevor Fandale President

Name and Title

Date: 7/2/2024 | 10:05 AM PDT

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

Scott Cassidy Vice President

Name and Title

Date: 7/2/2024 | 10:07 AM PDT

*****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).

SCHEDULE A-4 Per Amendment No. 4

SECURITY, ADMINISTRATIVE, TRANSPORTATION, & TEMPORARY REPLACEMENT PERSONNEL

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

Security

Not applicable at this time.

Administrative Supervision:

		Straight Time	Overtime
1	Project Manager	\$125.00 per hour	\$187.50 per
hour			
1	Clinical Manager	\$210.00 per hour	\$315.00 per
hour			
1	Compliance/Scheduling Manager	\$90.00 per hour	\$135.00 per hour
3	Staffing Coordinator	\$67.80 per hour	\$101.70 per hour

Daily Transportation:

		Straight Time	Overtime
1	Transportation Coordinator	\$72.25 per hour	\$108.38 per hour
2	Hotel Coordinator	\$67.80 per hour	\$101.70 per hour
8	Van Driver	\$42.80 per hour	\$64.20 per hour

Note: Administrative Supervision/Transportation assets may require modification in accordance with available housing options at the time of the actual strike.

Temporary Replacement Personnel:

		Straight Time	Overtime
5	Clinical Lab Scientist	\$274.27 per hour	\$411.41 per
hour			
2	Psychiatric Social Worker	\$209.73 per hour	\$314.60 per
hour			
2	Registered Dietician	\$177.47 per hour	\$266.21 per
hour			
6	Surgical Tech	\$112.93 per hour	\$169.40 per
hour			
2	Central Sterile Tech	\$96.80 per hour	\$145.20 per hour
6	CNA	\$64.53 per hour	\$96.80 per hour
5	Respiratory Care Practitioner	\$193.60 per hour	\$290.40 per
hour			
2	Physical Therapist	\$193.60 per hour	\$290.40 per
hour			
2	Occupational Therapist	\$193.60 per hour	\$290.40 per
hour			
2	Speech Language Pathologist	\$193.60 per hour	\$290.40 per
hour			
4	Pharmacist	\$242.00 per hour	\$363.00 per
hour			
4	Pharmacy Tech	\$121.00 per hour	\$181.50 per
hour			
4	IR Tech	\$177.47 per hour	\$266.21 per
hour			
6	Radiologic Tech	\$166.33 per hour	\$242.00 per
hour			
2	Ultrasound Tech	\$145.20 per hour	\$217.80 per
hour			
1	EEG Tech	\$129.07 per hour	\$193.61 per
hour			

hour	2	Cardiopulmonary Tech II (Peds/Adult)	\$177.47 per hour	\$266.21 per hour
	2	Switchboard Operator	\$56.47 per hour	\$84.71 per hour
	2	Health Unit Clerk (HUC)	\$56.47 per hour	\$84.71 per hour
	8	Patient Services Rep II	\$56.47 per hour	\$84.71 per hour
	4	Office Assistant II	\$56.47 per hour	\$84.71 per hour
	2	Inventory Specialist	\$56.47 per hour	\$84.71 per hour
	2	Dietary Clerk	\$51.63 per hour	\$77.45 per hour
	16	EVS Aide	\$45.17 per hour	\$67.76 per hour
	2	Cook	\$41.95 per hour	\$62.93 per hour
	4	Food Service Worker	\$38.72 per hour	\$58.08 per hour

Client shall 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 for all deployed personnel.

Client shall 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 for all deployed personnel.

Client shall be billed at a rate of 3.0 times the quoted hourly rate for hours worked on a holiday in excess of twelve (12) hours per day and all hours worked on a holiday on the seventh consecutive day worked for all deployed personnel.

Recruitment Fee: Due upon Contract execution, prior to receiving Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Security Personnel	\$300.00 (Per Person)	\$0.00
99	Replacement Personnel	\$300.00 (Per Person)	\$29,700.00
6	Administrative Personnel	\$300.00 (Per Person)	\$1,800.00
11	Transportation Personnel	\$300.00 (Per Person)	\$3,300.00
116	TOTAL		\$34,800.00

Preparation Fee: Due upon receipt of Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Replacement Personnel	\$400.00 (Per Person)	\$0.00
99	Administrative Personnel	\$400.00 (Per Person)	\$39,600.00
6	Transportation Personnel	\$400.00 (Per Person)	\$2,400.00
11	Security Personnel	\$400.00 (Per Person)	\$4,400.00
116	TOTAL		\$46,400.00

Activation Fee: Due upon receipt if contract is executed after receipt of Notice of Intent to Strike

Qty	Description	Preparation Fee	Total Preparation Fee
0	Replacement Personnel	\$900.00 (Per Person)	\$0.00
99	Administrative Personnel	\$900.00 (Per Person)	\$89,100.00
6	Transportation Personnel	\$900.00 (Per Person)	\$5,400.00
11	Security Personnel	\$900.00 (Per Person)	\$9,900.00
116	TOTAL		\$104,400.00

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

(9) Cars and (8) Vans, billed at vehicle rental rate plus the cost of operation.

(17) Cellular Phones, billed at \$16.00 per day/per unit.

(0) Video Cameras, billed at \$45.00 per day/per unit.

Deployment: Client must issue verbal instructions to deploy the Personnel by 1200-hours (Noon) on ____
____ **notification date**), to Scott Cassady (248) 616-8326 or Huffmaster (800) 446-1515 so as to enable
personnel to arrive at a local hotel within 36 hours 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 e-mail to scassady@huffmaster.com or fax to (248) 597-
7055.***

NATIVIDAD MEDICAL CENTER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

HUFFMASTER CRISIS RESPONSE, INC.

BY: _____
DocuSigned by:
5FF94ECBDAEF406...

Trevor Fandale

NAME: _____

President

TITLE: _____

DATE: 7/2/2024 | 10:05 AM PDT