# AMENDMENT NO. 5 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. 5 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**, the Parties 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; and

**WHEREAS**, the Parties 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; and

**WHEREAS**, the Parties 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; and

**WHEREAS**, the Parties amended the Agreement via Amendment No. 4 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; and

**WHEREAS**, the Parties currently wish to amend the Agreement to allow services to continue with additions to the scope of work attached hereto as "**SCHEDULE A-5 Per Amendment No. 5**" with no increase for the added services to 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 in 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-4 as per Amendment No. 4, plus SCHEDULE A-5 as per Amendment No. 5 attached hereto this Amendment No. 5. 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. 5 and shall continue in full force and effect as set forth in the Original Agreement and in Amendment No. 5.
$3. \square$ A copy of this Amendment No. 5 shall be attached to the Agreement.
$4. \square$ This Amendment No. 5 is effective when signed by the Parties.

**IN WITNESS WHEREOF,** the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

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

By:
By: Charles R. Harris, Interim CEO
D.
Date:
APPROVED AS TO LEGAL PROVISIONS
Ву:
By: Monterey County Deputy County Counsel
Date:
APPROVED AS TO FISCAL PROVISIONS
By: Monterey County Deputy Auditor/Controller
Date:

### **HUFFMASTER CRISIS RESPONSE, INC.**

By:Del Rogers
(Signature of: Chair, President, or Vice-President)
VP Healthcare
Name and Title
Date:
D
Signature of Secretary Aget Secretary CEO
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Name and Title
Date:

\*\*\*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-5**

Huffmaster shall schedule and have available for assignment the following Personnel for a minimum period of weeks:

Natividad Specialty	Huffmaster Specialty	All-Inclusive Bill Rate Regular Time	All-Inclusive Bill Rate Overtime (1.5X)	All-Inclusive Bill Rate Double Time (2X)
Pediatrics	RN – Peds	\$175/Hour	\$262.50/Hour	\$350/Hour
Interventional Radiology	RN - IR	\$175/Hour	\$262.50/Hour	\$350/Hour
Neonatal Intensive Care	RN – NICU	\$160/Hour	\$240/Hour	\$320/Hour
Intensive Care	RN – ICU	\$160/Hour	\$240/Hour	\$320/Hour
Medical Surgical/Intermediate Care	RN – Medical Surgical/Step-Down	\$160/Hour	\$240/Hour	\$320/Hour
Emergency Department	RN – ED	\$160/Hour	\$240/Hour	\$320/Hour
Operating Roon	RN – OR	\$160/Hour	\$240/Hour	\$320/Hour
Outpatient Surgical Services	RN – Same-Day Surgery	\$160/Hour	\$240/Hour	\$320/Hour
Labor & Delivery	RN – L&D	\$160/Hour	\$240/Hour	\$320/Hour
Maternal Infant Unit	RN – Mother Baby/Post- Partum	\$160/Hour	\$240/Hour	\$320/Hour
Psychiatric	RN – Psych	\$150/Hour	\$225/Hour	\$300/Hour
Case Management	RN – Case Management	\$150/Hour	\$225/Hour	\$300/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.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER	HUFFMASTER CRISIS RESPONSE, INC.		
BY:	BY:	Del Rogers	
NAME:	NAME:	Del Rogers	
TITLE:	TITLE:	VP Healthcare	
DATE:	 DATE:		

### 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.

Admi	nistrativ	e Supervision:	Straight Time	
	1	Project Manager	\$125.00 per hour	\$187.50 per
hour			0210.00	¢215.00
	1	Clinical Manager	\$210.00 per hour	\$315.00 per
hour			000 00 1	¢125 00 man 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	Transp	ortation:	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.

Temp	orary R	eplacement 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 6 5	Central Sterile Tech CNA Respiratory Care Practitioner	\$96.80 per hour \$64.53 per hour \$193.60 per hour	\$145.20 per hour \$96.80 per hour \$290.40 per
nour	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				

	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	<b>Total Preparation Fee</b>
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.

<b>Deployment:</b> Client must issue verbal instructions to deploy the notification date), to Scott Cassady (248) 616-8326 personnel to arrive at a local hotel within 36 hours prepared to a possible, based on notification by Client to mobilize Personnel written instructions to deploy Personnel, delivered via e-mail to 7055.	or Huffmaster (8 nove on site on  1. Verbal instruc	300) 446-1515 so as to enable or as quickly as tions must be accompanied by
NATIVIDAD MEDICAL CENTER	HUFFMASTER	CRISIS RESPONSE, INC.
BY:	BY:	CRISIS RESPONSE, INC.
NAME:		revor Fandale
H—————————————————————————————————————		President
TITLE:	TITLE:	
DATE:	DATE:	7/2/2024   10:05 AM PDT