

**FIFTH AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TRUSTAFF TRAVEL NURSES, LLC
FOR FISCAL YEARS 2021-2022 THROUGH 2024-2025**

This Fifth Amendment to the Professional Services Agreement dated July 20, 2021, as amended on February 3, 2022, November 8, 2022, June 14, 2023 and March 27, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Trustaff Travel Nurses, LLC, an Ohio limited liability company, hereinafter referred to as “CONTRACTOR,” is entered into this 30th day of May, 2024.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Behavioral Health (“DHHS – Behavioral Health”), desired to retain a qualified professional organization to provide supplemental nursing personnel to fill certain positions at various DHHS – Behavioral Health facilities; and

WHEREAS, on July 20, 2021, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such supplemental nurse staffing services; and

WHEREAS, on February 3, 2022, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to modify the budgetary requirements as set forth therein; and

WHEREAS, on November 8, 2022, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to modify the budgetary and payment requirements set forth therein; and

WHEREAS, on June 14, 2023, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to extend the term thereof and increase the maximum amount payable thereunder; and

WHEREAS, on March 27, 2024, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to increase the maximum amount payable thereunder; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend certain provisions of the Professional Services Agreement in order to further increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Million Four Hundred Eighty Thousand Dollars (\$3,480,000.00). In no event shall the maximum amount paid under this Agreement exceed Eight Hundred Thousand Dollars (\$800,000.00) per fiscal year for fiscal years 2021-2022 and 2022-2023, One Million Eighty Thousand Dollars (\$1,080,000.00) for fiscal year 2023-2024 and Eight Hundred Thousand Dollars (\$800,000.00) for fiscal year 2024-2025. CONTRACTOR

hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
 - C. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
 - D. Effect of Nonpayment. In the event COUNTY cannot, or will not, pay for services provided by CONTRACTOR pursuant to the terms and conditions of this Agreement, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.
2. Except as modified herein, the Professional Services Agreement dated July 20, 2021, as amended on February 3, 2022, November 8, 2022, June 14, 2023 and March 27, 2024, shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Fifth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Fifth Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

TRUSTAFF TRAVEL NURSES, LLC:

By: DocuSigned by:
Genine Wilson
2195FB3111EB4B6...

Date: 5/30/2024

Name: Genine Wilson

Title: President of Travel Nurse & Allied

By: DocuSigned by:
Carol Weinstein
DAC7AD382506489...

Date: 5/31/2024

Name: Carol Weinstein

Title: Vice President Accounts Receivable

COUNTY OF HUMBOLDT:

By: Emi Botzler-Rodgers, Behavioral Health Director
(Pursuant to the authority granted by the
Humboldt County Board of Supervisors on
June 25, 2019 [Item No. C-31]).

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Oakley, Jennifer Digitally signed by Oakley, Jennifer
Date: 2024.06.03 10:06:59 -07'00'
Risk Management

Date: _____