

**SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TRUSTAFF TRAVEL NURSES, LLC
FOR FISCAL YEARS 2021-2022 THROUGH 2022-2023**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is entered into, by and between the County of Humboldt, a political subdivision of the State of California (“COUNTY”), and Trustaff Travel Nurses, LLC, an Ohio limited liability company authorized to conduct business in California (“CONTRACTOR”), and is entered into on the last day signed below for the following consideration:

WHEREAS, COUNTY, by and through its Department of Health and Human Services Department – Behavioral Health division (“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 (the “Parties”) entered into a Professional Services Agreement (“Agreement”) regarding the provision of such supplemental nurse staffing services; and

WHEREAS, on February 3, 2022, COUNTY and CONTRACTOR agreed to amend the Agreement to modify the budgetary requirements (“First Amendment”); and

WHEREAS, the Parties now desire to amend certain provisions of the Agreement to further amend the budgetary requirements and invoice procedures set forth therein.

NOW THEREFORE, in consideration of the covenants and promises contained in the amended Agreement and this Second Amendment, the Parties agree as follows:

1. The Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”) and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.
2. Section 5, *Payment*, of the amended Agreement is modified to add the following subsection B. *Disputed Costs*, to the amended Agreement as follows:
 - B. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY incorrectly, COUNTY must contact CONTRACTOR’s customer support department no later than thirty (30) days after the date of the receipt of the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.
3. Except as modified herein, the amended Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Agreement, or any prior amendments thereto, the Parties agree the provisions of this Second Amendment shall govern.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment as of the last date written below.

TRUSTAFF TRAVEL NURSES, LLC:

By: Marc Bonora

Date: 09/29/2022

Name: Marc Bonora

Title: General Counsel

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: _____
Risk Management

Date: _____

LIST OF AMENDED EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
Truststaff Travel Nurses LLC
For Fiscal Years 2021-2022 through 2022-2023

1. ALL-INCLUSIVE RATES OF COMPENSATION:

Placements are billed per hour for time worked up to forty (40) hours from Sunday to Saturday (“Work Week”). Such hours shall be considered “regular hours” for purposes of this Agreement. CONTRACTOR shall be compensated for the services provided pursuant to the terms and conditions of this Agreement at the following maximum hourly rates of compensation:

Position	Standard	On-Call	Critical Need
LPN/LVN	\$55.00	\$10.00	N/A
RN Non-Specialty (36 or 40 hrs.)	\$83.00	\$10.00	\$159.00
RN Charge	\$87.00	\$10.00	N/A
RN Specialty - Supervising	\$100.00	\$10.00	N/A

The all-inclusive rates provided herein include all documented expenses associated with the direct cost of air and ground transportation (rental car), housing accommodations, local transportation from housing and round-trip airport to facility transportation.

2. OVERTIME:

The hourly overtime rate of one and one-half (1.5) times the hourly rates set forth herein shall apply to any time worked over forty (40) hours in a Work Week. CONTRACTOR shall be responsible for paying all other overtime required by any and all applicable local, state and federal laws, regulations and standards.

CALL BACK:

If Placements are called back in to work while they are on-call, time worked during that shift shall be billed at one and one-half (1.5) times the hourly rates set forth herein.

3. HOLIDAYS:

The hourly holiday rate of one and one-half (1.5) times the hourly rates set forth herein shall apply to any hours worked during the following COUNTY holidays:

- Independence Day (July 5, 2021)
- Labor Day (September 6, 2021)
- Veteran’s Day (November 11, 2021)
- Thanksgiving Day (November 25, 2021)
- Day After Thanksgiving (November 26, 2021)
- Christmas Day (December 24, 2021)
- Independence Day (July 4, 2022)
- Labor Day (September 5, 2022)
- Veteran’s Day (November 11, 2022)
- New Year’s Day (December 31, 2021)
- Martin Luther King Jr. Day (January 17, 2022)
- Lincoln’s Birthday (February 11, 2022)
- President’s Day (February 21, 2022)
- Cesar Chavez Day (March 31, 2022)
- Memorial Day (May 30, 2022)
- New Year’s Day (December 31, 2022)
- Martin Luther King Jr. Day (January 16, 2023)
- Lincoln’s Birthday (February 12, 2023)

- Thanksgiving Day (November 24, 2022)
- Day After Thanksgiving (November 25, 2022)
- Christmas Day (December 25, 2022)
- President's Day (February 20, 2023)
- Cesar Chavez Day (March 31, 2023)
- Memorial Day (May 29, 2023)

SIGNATURE CERTIFICATE




REFERENCE NUMBER

A6C3ADD8-4A9A-41E2-93AE-4A14EAE8E260

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number A6C3ADD8-4A9A-41E2-93AE-4A14EAE8E260</p> <p>Transaction Type Signature Request</p> <p>Sent At 09/28/2022 15:10 EDT</p> <p>Executed At 09/29/2022 09:31 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum a3e4f1ef685e69faa2ebc663c07f7e57cf90f6fcf4dac8f3edc9d53e024ba6bc</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Second Amendment -trustaff Fy21-23 9 27 22</p> <p>Filename second_amendment_-trustaff_fy21-23_9_27_22.pdf</p> <p>Pages 4 pages</p> <p>Content Type application/pdf</p> <p>File Size 130 KB</p> <p>Original Checksum a5d54a0dcf4cce5f9e8fd2fa3379514260a6ca668f4d8a02a5e744a697e59612</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Marc Bonora</p> <p>Email gcsignature@fastaff.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 0d69268942040f683fc85522f8cd0c385a5922c29574297bfeea1e141957aa14</p> <p>IP Address 65.152.209.178</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 4F0F608F</p>	<p>Viewed At 09/29/2022 09:31 EDT</p> <p>Identity Authenticated At 09/29/2022 09:31 EDT</p> <p>Signed At 09/29/2022 09:31 EDT</p>

AUDITS

TIMESTAMP	AUDIT
09/28/2022 15:10 EDT	Brittaney Begley (bbegley@trustaff.com) created document 'second_amendment_-trustaff_fy21-23_9_27_22.pdf' on Chrome via Windows from 66.161.201.241.
09/28/2022 15:10 EDT	Marc Bonora (gcsignature@fastaff.com) was emailed a link to sign.
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