

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TRUSTAFF TRAVEL NURSES, LLC
FOR FISCAL YEARS 2018-2019 THROUGH 2020-2021**

This First Amendment to the Professional Services Agreement dated June 29, 2018, 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 ____ day of _____, 2018.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health (“DHHS – Mental Health”), desired to retain a qualified professional staffing firm to provide supplemental registered nursing personnel at DHHS – Mental Health facilities; and

WHEREAS, on June 29, 2018, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of supplemental registered nursing personnel at DHHS – Mental Health facilities; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to modify the types of positions that may be filled thereunder and adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. The Professional Services Agreement is hereby amended to include the following provision regarding counterpart execution:

50. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto.

2. The Professional Services 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. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of July 1, 2018.
3. Except as modified herein, the Professional Services Agreement dated June 29, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

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

TRUSTAFF TRAVEL NURSES, LLC:

By: Shawn Hickey

Date: 9/4/2018

Name: Shawn Hickey


Title: Contract Compliance Manager

COUNTY OF HUMBOLDT:

By: _____
Emi Botzler-Rodgers, Mental Health Director
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors
on _____, 2018 [Item C- J])

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 9/18/18

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
Truststaff Travel Nurses LLC
For Fiscal Years 2018-2019 through 2020-2021

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 not to exceed the following hourly rates:

Position	Standard	Orientation	On-Call	Call Back	Holiday	Overtime
LPN/LVN	\$55.00	\$55.00	\$10.00	\$82.50	\$82.50	\$82.50
RN Non-Specialty (36 or 40 hrs.)	\$83.00	\$83.00	\$10.00	\$124.50	\$124.50	\$124.50
RN Charge	\$87.00	\$87.00	\$10.00	\$130.50	\$130.50	\$130.50
RN Specialty - Supervising	\$100.00	\$100.00	\$10.00	\$150.00	\$150.00	\$150.00

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 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 applicable local, state and federal laws, rules and regulations.

3. HOLIDAYS:

The hourly holiday rates set forth herein shall apply to any hours worked during the following COUNTY holidays:

- Independence Day (July 4, 2018)
- Labor Day (September 4, 2018)
- All Hands Training Day (October 8, 2018)
- Veteran’s Day (November 12, 2018)
- Thanksgiving Day (November 22, 2018)
- Day After Thanksgiving (November 23, 2018)
- Christmas Day (December 25, 2018)
- New Year’s Day (January 1, 2019)
- Martin Luther King Jr. Day (January 21, 2019)
- Lincoln’s Birthday (February 12, 2019)
- President’s Day (February 17, 2019)
- Cesar Chavez Day (March 31, 2019)
- Memorial Day (May 27, 2019)