

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

This Third Amendment to the Professional Services Agreement dated July 20, 2021, as amended on February 3, 2022 and November 8, 2022, 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, herein after referred to as “CONTRACTOR,” is entered into this 14 day of ^{June} _____, 2023.

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 set forth therein; and

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 – Term of the Professional Services Agreement is hereby amended to read as follows:

2. TERM:

This Agreement shall begin on July 1, 2021 and shall remain in full force and effect until June 30, 2025, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. 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 Two Hundred Thousand Dollars (\$3,200,000.00). 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 through 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 provided 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.
3. 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 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 Third Amendment.
4. Except as modified herein, the Professional Services Agreement dated July 20, 2021 shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

[Signatures on Following Page]

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

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: Marc Bonora

Date: 06/06/2023

Name: Marc Bonora

Title: General Counsel

By: Carol Weinstein

Date: 6/9/23

Name: Carol Weinstein

Title: Authorized Signer

COUNTY OF HUMBOLDT:

By: Botzler-
Rodgers, Emi

Digitally signed by
Botzler-Rodgers, Emi
Date: 2023.06.14
14:31:32 -07'00'

Date: _____

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])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Freeman,
Krista

Digitally signed by
Freeman, Krista
Date: 2023.06.14
09:38:49 -07'00'

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
Truststaff Travel Nurses LLC
For Fiscal Years 2021-2022 through 2024-2025

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	Regular	Incentive	On-Call	Critical Need
LPN/LVN	\$82.00	\$92.00	\$10.00	N/A
RN Non-Specialty	\$100.00	\$110.00	\$10.00	\$140.00
RN Charge	\$100.00	\$110.00	\$10.00	N/A
RN Specialty -	\$110.00	N/A	\$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 RATES:

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.

3. CALL-BACK RATES:

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.

4. HOLIDAY RATES:

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
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year’s Day
- Martin Luther King Jr. Day
- Lincoln’s Birthday
- President’s Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth

SIGNATURE CERTIFICATE

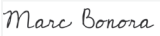


REFERENCE NUMBER

1C233DFB-D817-4E34-AF71-C9889EA4C681

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 1C233DFB-D817-4E34-AF71-C9889EA4C681	Document Name A03 Fy 21-25 Truststaff Travel Nurses Supplemental Staffing Services Agreement 002
Transaction Type Signature Request	Filename a03_fy_21-25_truststaff_travel_nurses_supplemental_staffing_services_agreement_002_.pdf
Sent At 06/05/2023 14:36 EDT	Pages 4 pages
Executed At 06/06/2023 17:28 EDT	Content Type application/pdf
Identity Method email	File Size 99.3 KB
Distribution Method email	Original Checksum 6b32fcd320211dd607305885e60d5031661fa5bfb5a20698c7189ffe4f4fd8c
Signed Checksum 5fd69ae0226fc46863d15a09a381831f0a1f1dbe25467a74a9f500b518192805	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Marc Bonora	Status signed	Viewed At 06/06/2023 17:28 EDT
Email gcsignature@ingenovishealth.com	Multi-factor Digital Fingerprint Checksum 7d7b5540f16c60a8c6ceb56133324dd9e848b8f87ac1d1c4e7f0f2e9cfbb088b	Identity Authenticated At 06/06/2023 17:28 EDT
Components 2	IP Address 65.152.209.178	Signed At 06/06/2023 17:28 EDT
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID DF155C95	

AUDITS

TIMESTAMP	AUDIT
06/05/2023 14:36 EDT	Brittaney Begley (bbegley@truststaff.com) created document 'a03_fy_21-25_truststaff_travel_nurses_supplemental_staffing_services_agreement_002_.pdf' on Microsoft Edge via Windows from 66.161.201.241.
06/05/2023 14:36 EDT	Marc Bonora (gcsignature@ingenovishealth.com) was emailed a link to sign.
06/06/2023 09:31 EDT	Marc Bonora (gcsignature@ingenovishealth.com) was emailed a reminder.
06/06/2023 17:28 EDT	Marc Bonora (gcsignature@ingenovishealth.com) viewed the document on Chrome via Windows from 65.152.209.178.
06/06/2023 17:28 EDT	Marc Bonora (gcsignature@ingenovishealth.com) authenticated via email on Chrome via Windows from 65.152.209.178.
06/06/2023 17:28 EDT	Marc Bonora (gcsignature@ingenovishealth.com) signed the document on Chrome via Windows from 65.152.209.178.