

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

This First Amendment to the Professional Services Agreement dated July 20, 2021, 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 3 day of February, 2022.

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 staffing services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to modify the budgetary requirements set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. 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 First Amendment.
2. 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 First Amendment and the original Professional Services Agreement, 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.

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: 01/14/2022

Name: Marc Bonora

Title: General Counsel

By: Carol Weinstein

Date: 01/20/2022

Name: Carol Weinstein

Title: CFO

COUNTY OF HUMBOLDT:

By: Botzler-Rodgers, Emi
Digitally signed by Botzler-Rodgers, Emi
Date: 2022.02.03 14:57:37 -08'00'

Date: _____

Emi Botzler-Rodgers, Behavioral Health Director
(Pursuant to the authority granted by the Humboldt County Board of Supervisors on June 25, 2019 [Item C-36])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kelly Barns
Risk Management

Date: 01-21-2022

LIST OF 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”). All 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	Orientation	On-Call	Call Back	Holiday	Overtime	Critical Need
LPN/LVN	\$55.00	\$55.00	\$10.00	\$82.50	\$82.50	\$82.50	N/A
RN Non-Specialty (36 or 40 hrs.)	\$83.00	\$83.00	\$10.00	\$124.50	\$124.50	\$124.50	\$159.00
RN Charge	\$87.00	\$87.00	\$10.00	\$130.50	\$130.50	\$130.50	N/A
RN Specialty - Supervising	\$100.00	\$100.00	\$10.00	\$150.00	\$150.00	\$150.00	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 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. HOLIDAYS:

The hourly holiday 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)
- 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)