

**EIGHTH AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TRUSTAFF TRAVEL NURSES, LLC
FOR FISCAL YEARS 2021-2022 THROUGH 2027-2028**

This Eighth Amendment to the Professional Services Agreement dated July 20, 2021, as amended on February 3, 2022, November 8, 2022, June 14, 2023, March 27, 2024, June 3, 2024, June 2, 2025 and July 17, 2025, 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 _____, 2026.

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, on June 3, 2024, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to increase the maximum amount payable thereunder; and

WHEREAS, on June 2, 2025, 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 July 17, 2025, 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 extend the term thereof, increase the maximum amount payable thereunder and modify the budgetary and record submission requirements set forth therein.

NOW THEREFORE, COUNTY and CONTRACTOR hereby 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, 2028, 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 Five Million Five Hundred Eighty-Four Thousand Eight Hundred Eighty Dollars (\$5,584,880.00). 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, Seven Hundred Four Thousand Eight Hundred Eighty Dollars (\$704,880.00) for fiscal year 2024-2025, Eight Hundred Thousand Dollars (\$800,000.00) for fiscal year 2025-2026 and Seven Hundred Thousand Dollars (\$700,000.00) per fiscal year for fiscal years 2026-2027 and 2027-2028. 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.
3. Section 8 – Record Preparation, Retention and Inspection of the Professional Services Agreement is hereby amended to read as follows:

8. RECORD PREPARATION, SUBMISSION, RETENTION AND INSPECTION:

- A. Preparation of Performance Records. CONTRACTOR shall prepare and maintain, in accordance with all applicable local, state and federal laws, regulations and standards, any and all records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, documents regarding CONTRACTOR's accounting procedures and practices, necessary to properly reflect all direct and indirect costs of any nature claimed to have been incurred in the performance of the services provided hereunder, including, but not limited to, any and all matching costs and expenses. The foregoing constitutes "performance records" for the purpose of this provision.
- B. Preparation of Clinical Records. CONTRACTOR shall timely prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, an accurate, complete and legible "Clinical Record" for each client who receives services pursuant to the terms and conditions of this Agreement. Clinical Records prepared and maintained pursuant to the terms and conditions of this Agreement shall contain sufficient detail to permit and facilitate effective internal professional review, external medical audit processes and adequate follow-up treatment. For purposes of this provision, "Clinical Records" shall include, without limitation, any and all physical and electronic books, records, documents and other evidence of medical treatment originated or prepared as part of CONTRACTOR's performance of the services provided pursuant to the terms and conditions of this Agreement, including, but not limited to, any and all treatment records, medical charts, prescription files and other documentation pertaining to the services provided hereunder.
- C. Preparation of Clinical Documentation. CONTRACTOR shall timely prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all "Clinical Documentation," necessary to disclose how CONTRACTOR discharged its duties hereunder. Clinical Documentation shall identify all of the following: the quantity and quality of the services provided pursuant to the terms and conditions of this Agreement; the names of, and all other necessary identifying information pertaining to, clients who received such services; the manner in which CONTRACTOR administered the provision of such services; and the cost of, and the manner and amount of payment made for, such services. For purposes of this provision, "Clinical Documentation" shall include, without limitation, any and all physical and electronic books, records, documents and other evidence of medical treatment originated or prepared as part of CONTRACTOR's performance of the services provided pursuant to the terms and conditions of this Agreement, including, but not limited to, working papers, performance reports, financial records and other documentation pertaining to the services provided hereunder.
- D. Record Submission. CONTRACTOR shall ensure that any and all records and documentation are submitted to COUNTY in a timely, accurate, and complete manner as required by any and all applicable local, state and federal laws, regulations, policies, procedures, standards and contractual obligations. In the event such records and/or documentation are not submitted to COUNTY as

required hereunder, COUNTY may, in its sole discretion, withhold payment, either in whole or in part, until the required records and/or documentation are submitted and approved. COUNTY shall issue written notice outlining the deficiency and the amount withheld. CONTRACTOR shall have fourteen (14) business days after receiving notice of the deficiency to submit any and all required records and/or documentation. If the deficiency is not remedied within the above-referenced fourteen (14) day period, COUNTY may continue withholding payment without liability for services provided until compliance is met.

E. Record Preservation. CONTRACTOR shall preserve, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all records and documentation prepared and maintained pursuant to the terms and conditions of this Agreement for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or this Agreement.

1. If this Agreement is completely or partially terminated, any and all records and/or documentation relating to the terminated services shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement.
2. If any litigation, claim, negotiation, audit or other action involving any records and/or documentation prepared and maintained pursuant to the terms and conditions of this Agreement is initiated before the expiration of the above-referenced ten (10) year period, such records and/or documentation shall be retained until completion of the action and resolution of any and all issues arising therefrom, or until the end of the ten (10) year period, whichever is later.

F. Record Inspection. CONTRACTOR shall make, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all records and documentation prepared and maintained pursuant to the terms and conditions of this Agreement immediately available, during normal business hours, for inspection, audit and reproduction by COUNTY, the California Department of Health Care Services ("DHCS"), the California Department of General Services, the Bureau of State Audits, or their designated representatives, including, without limitation, the Comptroller General of the United States, and any other duly authorized local, state or federal agencies for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or this Agreement. CONTRACTOR shall also allow interviews of any employees who might reasonably have information related to any records and/or documentation prepared pursuant to the terms and conditions of this Agreement by COUNTY and any other duly authorized local, state or federal agencies during the above-referenced ten (10) year period.

G. Record Storage and Reproduction. Following the receipt of final payment hereunder, CONTRACTOR may, at its discretion, reduce any and all records and/or documentation prepared and maintained pursuant to the terms and conditions of this Agreement to microfilm, computer disk, CD ROM, DVD or other data storage medium. Upon request by a designated representative of

COUNTY, DHCS or any other duly authorized local, state or federal agency to inspect, audit or obtain copies of said records and/or documentation, CONTRACTOR shall make available any and all applicable devices, hardware and/or software necessary to view, copy and/or print such records and/or documentation.

H. Effect of Non-Compliance. CONTRACTOR's failure to comply with the requirements set forth herein may result in the imposition of any and all applicable penalties pertaining to obstruction of governmental investigations.

4. Section 46 – Survival of Provisions of the Professional Services Agreement is hereby amended to read as follows:

46. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(D) – Compensation upon Termination, Section 8 – Record Preparation, Submission, Retention and Inspection, Section 9 – Audit and Examination of Performance and Clinical Records, Section 10 – Program Inspection, Monitoring and Supervision, Section 11 – Confidential Information, Section 12 – Privacy and Data Security Requirements, Section 20 – Intellectual Property Rights and Section 27 – Indemnification shall survive the expiration or termination of this Agreement.

5. 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 Eighth Amendment.

6. Except as modified herein, the Professional Services Agreement dated July 20, 2021, as amended on February 3, 2022, November 8, 2022, June 14, 2023, March 27, 2024, June 3, 2024, June 2, 2025 and July 17, 2025, shall remain in full force and effect. In the event of a conflict between the provisions of this Eighth Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Eighth Amendment shall govern.

[Signatures on Following Page]

EXHIBIT B
SCHEDULE OF RATES
 Truststaff Travel Nurses LLC
 For Fiscal Years 2021-2022 through 2027-2028

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 – Supervising	\$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 official COUNTY holidays as set forth by the Humboldt County Board of Supervisors.