

**FIRST AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
WYNDEN STARK LLC  
FOR FISCAL YEARS 2022-2023 THROUGH 2023-2024**

This First Amendment to the Professional Services Agreement dated March 9, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Wynden Stark LLC, doing business as GQR Global Markets, a Delaware limited liability company, hereinafter referred to as “CONTRACTOR,” is entered into this \_\_\_\_ day of \_\_\_\_\_, 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 various positions at DHHS – Behavioral Health facilities; and

WHEREAS, on March 9, 2023, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such supplemental staffing services; and

WHEREAS, COUNTY and CONTRACTOR 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 first paragraph of the Professional Services Agreement is hereby amended to read as follows:

This Agreement, entered into this 9<sup>th</sup> day of March, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Wynden Stark LLC, doing business as GQR Global Markets, a Delaware limited liability company, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

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 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.
3. Except as modified herein, the Professional Services Agreement dated March 9, 2023 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 CORPORATIONS:**

- (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.

**WYNDEN STARK LLC:**

By: Josh Redland Date: September 26, 2023 21:37 UTC

Name: Josh Redland

Title: EVP

By: Shawn Dargusch Date: 10/2/2023  
DocuSigned by: 00829C230EB2455...

Name: Shawn Dargusch

Title: Global Head of Healthcare

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_ 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: \_\_\_\_\_ Date: \_\_\_\_\_  
 Risk Management

**LIST OF EXHIBITS:**

Exhibit B – Schedule of Rates

**EXHIBIT B**  
**SCHEDULE OF RATES**

Wynden Stark LLC

For Fiscal Years 2022-2023 through 2023-2024

1. HOURLY RATES:

Placements are billed per hour for time worked from Sunday to Saturday (“Work Week”). CONTRACTOR shall be compensated for the services provided pursuant to the terms and conditions of this Agreement at the following hourly rates:

<b>Position</b>	<b>Regular Rate</b>	<b>Incentive Rate</b>	<b>Critical Need Rate</b>
Psychiatric Registered Nurse	\$90.00	\$97.00	\$140.00
Supervising Registered Nurse	\$99.00	N/A	N/A
Licensed Vocational Nurse	\$80.00	N/A	N/A
Licensed Psychiatric Technician	\$80.00	N/A	N/A

2. ON-CALL SERVICE RATES:

On call services are billed at the applicable California minimum wage, with a two (2) hour minimum. When Placements are assigned by COUNTY to be “on-call,” CONTRACTOR shall be entitled to be paid for the full amount of the time assigned whether or not such Placements are required to work.

3. OVERTIME RATES:

COUNTY will be charged overtime rates of one and one-half (1.5) times the hourly rates set forth herein for any time worked over: forty (40) hours in a thirty-six (36) hour Contract Work Week; or forty-eight (48) hours in a forty-eight (48) hour Contract Work Week. COUNTY will be charged overtime rates of two (2) times the hourly rates set forth herein in accordance with any and all applicable local, state and federal laws, regulations and standards. CONTRACTOR shall be responsible for paying all other overtime required by any applicable local, state and federal laws, regulations and standards.

4. 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.

5. HOLIDAY RATES:

All hours worked during the following holidays shall be billed at one and one-half (1.5) times the hourly rates set forth herein:

- 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

6. ALLOCATION AND DEDUCTION OF TRAVEL EXPENSES:

- A. Travel Expenses. The CONTRACTOR's hourly billing rates and COUNTY's payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse CONTRACTOR for all lodging, meals and incidental expenses incurred by Placements ("travel expenses"). COUNTY acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse CONTRACTOR for all travel expenses paid by CONTRACTOR to any of the Placements providing services to COUNTY hereunder. COUNTY may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations.
- B. Documentation of Travel Expenses. CONTRACTOR shall provide COUNTY with information detailing all such per diem allowances paid for travel expenses on a report referenced and included as a part of each invoice. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the names of each Placement providing services to COUNTY who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports shall be maintained by CONTRACTOR, and be available upon request, if needed to further substantiate COUNTY's tax deductions for travel expenses.
- C. Per Diem Allowances. CONTRACTOR is providing COUNTY with an aggregate hourly rate for billing purposes which is inclusive of both the amounts for healthcare services provided by Placements hereunder and reimbursements for per diem allowances paid by CONTRACTOR to Placements, at the current rate, with zero percent (0%) markup. The aforementioned hourly rate is being given solely at COUNTY's request to allow COUNTY to compare the total cost of CONTRACTOR's services to its competitors' and it shall in no way reflect treatment of how CONTRACTOR is paying wages to Placements.

7. BREAKS AND REST PERIODS:

Under California Law, all Placements are entitled to a thirty (30) minute uninterrupted meal period for every five (5) hours worked. Placements' first (1<sup>st</sup>) meal period must be taken within the first (1<sup>st</sup>) five (5) hours after the start of the shift unless the shift is six (6) hours or less. Placements are entitled to a second (2<sup>nd</sup>) meal period for any shifts of ten (10) or more hours, unless it has been waived in writing according to law, however, a Placement may not waive his or her second (2<sup>nd</sup>) meal period if the Placement works more than twelve (12) hours. This waiver may be revoked upon one (1) day written notice to CONTRACTOR. For a shift between three and one-half (3.5) and six (6) hours, Placements are entitled to one (1) rest break; for a shift between six (6) and ten (10) hours, two (2) rest breaks; and for a shift between ten (10) and fourteen (14) hours, three (3) rest breaks, and so on. Placements are not entitled to a rest break if the shift is less than three and one-half (3.5) hours. COUNTY shall provide all Placements with all breaks and meal periods required pursuant to California law. COUNTY shall reimburse CONTRACTOR for any and all costs, including penalties, incurred by CONTRACTOR for failure to comply with this requirement.

8. CANCELLATION FEE:

- A. Cancellation of Individual Shifts. COUNTY may cancel an individual shift for any reason by providing advanced written notice of such cancellation at least four (4) hours prior to the start of a shift. If less than four (4) hours notice is provided, COUNTY will pay for four (4) hours at the applicable hourly rate.

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- B. Cancellation of Assignments Prior to Start Date. COUNTY may cancel any assignment for any reason by providing advance written notice of such cancellation at least fourteen (14) days prior to the start date of the assignment. If COUNTY cancels an assignment less than seven (7) days prior to the start date of the assignment for any reason, COUNTY shall be liable to pay CONTRACTOR a cancellation fee equal to forty (40) hours at the applicable hourly rate for each cancelled assignment.
- C. Cancellation of Assignments After Start Date. If COUNTY cancels an assignment, without cause, after the start date of the assignment, COUNTY must provide CONTRACTOR with advanced written notice of such cancellation at least fourteen (14) days prior to the requested cancellation date. In the event of such cancellations, COUNTY may either:
1. Pay a cancellation fee equal to fourteen (14) days at the hourly rate applicable to the scheduled assignment;
  2. Utilize Placements for the entire fourteen (14) day period following the delivery of written notice of cancellation and pay CONTRACTOR for such work consistent with the terms and conditions of this Agreement; or
  3. Utilize Placements for a period less than the entire fourteen (14) day period following the delivery of written notice of cancellation and pay CONTRACTOR a cancellation fee which, when combined with the payment for the work performed by the Placement, equals fourteen (14) days at the hourly rate applicable to the scheduled assignment.