

**THIRD AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MARIANE GILBERT
FOR FISCAL YEARS 2023-2024 THROUGH 2026-2027**

This Third Amendment to the Professional Services Agreement dated May 26, 2023, as amended on May 6, 2024 and May 2, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mariane Gilbert, a nurse practitioner licensed in the State of California, 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, desired to retain a qualified nurse practitioner to assist COUNTY's contracted physician in providing various non-emergency medical care services for patients at COUNTY's psychiatric health facility; and

WHEREAS, on May 26, 2023, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such non-emergency medical care services; and

WHEREAS, on May 6, 2024, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder and modify the insurance requirements set forth therein; and

WHEREAS, on May 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, COUNTY and CONTRACTOR now desire to amend certain provisions of the Professional Services Agreement in order to further extend the term thereof and increase the maximum amount payable, and modify the scope of services provided, thereunder.

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, 2023 and shall remain in full force and effect until June 30, 2027, unless extended by 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 One Hundred Twenty-Three

Thousand Dollars (\$123,000.00). In no event shall the maximum amount paid under this Agreement exceed Thirty Thousand Dollars (\$30,000.00) per fiscal year for fiscal years 2023-2024 through 2025-2026 and Thirty-Three Thousand Dollars (\$33,000.00) for fiscal year 2026-2027. 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. Rate of Compensation. COUNTY shall compensate CONTRACTOR at the flat daily rate of One Hundred Twenty Dollars (\$120.00) per day for the period of July 1, 2023 through June 30, 2026 and One Hundred Forty Dollars (\$140.00) per day for the period of July 1, 2026 through June 30, 2027 for all days on which direct client services are provided pursuant to the terms and conditions of this Agreement.
- 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 A – Scope of Services (“Exhibit A”) and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit A 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 May 26, 2023, as amended on May 6, 2024 and May 2, 2025, 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 first date written above.

MARIANE GILBERT:

By: 
Mariane Gilbert

Date: 4/7/26

COUNTY OF HUMBOLDT:

By: _____
Emi Botzler-Rodgers, Behavioral Health Director
(Pursuant to the authority granted by the
Humboldt County Board of Supervisors
on _____, 2026 [Item No. ____])

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: 4/21/2026

LIST OF EXHIBITS

Exhibit A – Scope of Services

EXHIBIT A
SCOPE OF SERVICES

Mariane Gilbert

For Fiscal Years 2023-2024 through 2026-2027

1. SERVICES:

- A. Non-Emergency Medical Services. CONTRACTOR shall enter into an affiliation agreement with COUNTY's contracted physician to assist in the provision of non-emergency medical care services to patients hospitalized at COUNTY's psychiatric health facility, including, without limitation:
1. Physical examinations of all patients within twenty-four (24) hours of admission, unless an acceptable examination has been performed immediately prior to the hospitalization.
 2. Non-emergency basic medical treatment on an as-needed basis.
 3. Medication consultations on an as-needed basis.
 4. Other non-emergency medical care services as agreed upon in writing by the parties.
- B. Physician Supervision. In the performance of this Agreement, CONTRACTOR shall be subject to the direct supervision of COUNTY's contracted physician in accordance with any and all applicable local, state and federal laws and regulations.

2. ACCESS TO ELECTRONIC HEALTH RECORDS:

Prior to being granted access to COUNTY's electronic health record and electronic prescribing systems, CONTRACTOR shall read and execute any and all required forms, including, without limitation, the COUNTY's information systems appropriate use policy and confidentiality statement, and the Department of Health and Human Services' privacy acknowledgement, and complete any and all required training, including, but is not limited to, annual privacy and security training as required by the United States Health Information Portability and Accountability Act of 1996. All required trainings shall be completed on CONTRACTOR's assigned service dates as approved by COUNTY.

3. DOCUMENTATION AND COMMUNICATION OF SERVICES:

- A. Charting. CONTRACTOR shall enter the results of all any physical examinations, medication consultations and non-emergency basic medical treatment, and associated orders, provided into COUNTY's electronic health record system.
- B. Communication: CONTRACTOR shall communicate with any and all appropriate COUNTY personnel regarding incoming admissions on CONTRACTOR's assigned service dates in order to ensure all patients admitted to COUNTY's psychiatric health facility are offered physical examination within twenty-four (24) hours of admission as required by Section 77113(d) of Title 22 of the California Code of Regulations.

4. RESTRICTIONS:

CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed

in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).