

**SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WYNDEN STARK LLC
FOR FISCAL YEARS 2022-2023 THROUGH 2025-2026**

This Second Amendment to the Professional Services Agreement dated March 9, 2023, as amended on October 4, 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 27 day of March, 2024.

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, on October 4, 2023, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to modify the budgetary 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 March 9, 2023 and shall remain in full force and effect until June 30, 2026, 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 One Million Four Hundred Thousand Dollars (\$1,400,000.00). In no event shall the maximum amount paid under this Agreement exceed Two Hundred Thousand Dollars (\$200,000.00) for fiscal year 2022-2023 and Four Hundred Thousand Dollars (\$400,000.00) per fiscal year for fiscal years 2023-2024 through 2025-2026. 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. Except as modified herein, the Professional Services Agreement dated March 9, 2023, as amended on October 4, 2023, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

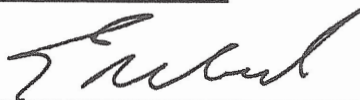
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Second 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.

WYNDEN STARK LLC:

By: 

Date: 3/23/24

Name: Josh Redland

Title: EvP

By: 

Date: 03 / 26 / 2024

Name: Caroline Zakariasen

Title: Finance Director

COUNTY OF HUMBOLDT:

By: Botzler-
Rodgers, Emi

Digitally signed by
Botzler-Rodgers, Emi
Date: 2024.03.27
15:12:59 -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 C-36])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Oakley,
Jennifer

Digitally signed by
Oakley, Jennifer
Date: 2024.05.02
16:48:30 -07'00'

Date: 05/02/2024

Risk Management