

**FOURTH AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
NIGHTINGALE NURSES, LLC  
FOR FISCAL YEARS 2023-2024 THROUGH 2026-2027**

This Fourth Amendment to the Professional Services Agreement dated May 10, 2023, as amended on March 29, 2024, September 5, 2024 and March 27, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Nightingale Nurses, LLC, a Florida limited liability company, hereinafter referred to as “CONTRACTOR,” is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025.

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 May 10, 2023, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such supplemental staffing services; and

WHEREAS, on March 29, 2024, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement to extend the term thereof, increase the maximum amount payable thereunder and modify the budgetary requirements set forth therein; and

WHEREAS, on September 5, 2024, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement to increase the maximum amount payable thereunder; and

WHEREAS, on March 27, 2025, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement 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 to extend the term thereof, increase the maximum amount payable thereunder and modify the budgetary and record submission requirements set forth therein.

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 July 1, 2023 and shall remain in full force and effect until June 30, 2027, 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 Eleven Million Six Hundred Eighty Thousand Dollars (\$11,680,000.00). In no event shall the maximum amount paid under this Agreement exceed Two Million Six Hundred Twenty Thousand Dollars (\$2,620,000.00) for fiscal year 2023-2024 and Three Million Twenty Thousand Dollars (\$3,020,000.00) per fiscal year for fiscal years 2024-2025 through 2026-2027. In the event that the maximum amount payable for a specified fiscal year is not reached, the remaining balance thereof will be added to the maximum amount payable for the following fiscal year. 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 is 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 documentation. If the deficiency is not remedied within the above-referenced fourteen (14) day period, COUNTY may continue withholding payment without liability for services rendered 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 Fourth Amendment.
  
6. Except as modified herein, the Professional Services Agreement executed on May 10, 2023, as amended on March 29, 2024, September 5, 2024 and March 27, 2025, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.


[Signatures on Following Page]

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

**NIGHTINGALE NURSES, LLC:**

By:   
 Name: Gustavo Bengio  
 Title: AVP of Operations

Date: 10/09/2025

By:   
 Name: Diane J Winne  
 Title: AVP of Customer Acctg

Date: 10/9/25

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
 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])*

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

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

Date: \_\_\_\_\_

**LIST OF EXHIBITS:**

Exhibit B – Schedule of Rates

**EXHIBIT B**  
**SCHEDULE OF RATES**  
 Nightingale Nurses, LLC  
 For Fiscal Years 2023-2024 through 2026-2027

1. HOURLY 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:

<b>Position</b>	<b>Regular Rate</b>	<b>Incentive Rate</b>	<b>Critical Need Rate</b>
Assistant Director of Nursing	\$124.00	N/A	N/A
Supervising Registered Nurse	\$110.00	N/A	N/A
Psychiatric Registered Nurse	\$100.00	\$105.00	\$140.00
Licensed Vocational Nurse	\$82.00	\$92.00	N/A
Licensed Psychiatric Technician	\$82.00	\$92.00	N/A

2. ON-CALL SERVICE RATES:

On call services are billed at the maximum hourly rate of Ten Dollars (\$10.00) per hour, with a two (2) hour minimum. When Placements are assigned to be “on-call,” CONTRACTOR shall be entitled to be paid for the full amount of the time assigned whether or not 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 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.

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:

- Juneteenth
- 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

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.