

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NIGHTINGALE NURSES, LLC
FOR FISCAL YEARS 2023-2024 THROUGH 2024-2025**

This First Amendment to the Professional Services Agreement dated May 10, 2023, 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 _____, 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 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, COUNTY and CONTRACTOR now desire to amend certain provisions of the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder and 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 tenth day of May 2023, 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 made upon the following considerations:

2. 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, 2025, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. 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 Forty Thousand Dollars (\$5,040,000.00). In no event shall the maximum amount paid under this Agreement exceed Two Million Five Hundred Twenty Thousand Dollars

(\$2,520,000.00) per fiscal year for fiscal years 2023-2024 and 2024-2025. 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.
4. 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.
5. Except as modified herein, the Professional Services Agreement dated May 10, 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 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 Rengifo

Date: 03/12/2024

Title: Operations Manager

By:  _____
Name: Erick Weiss

Date: 03/12/2024

Title: Vice President of Operations

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 2024-2025

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:

Position	Regular Rate	Incentive Rate	Critical Need Rate
Psychiatric Registered Nurse	\$100.00	\$105.00	\$140.00
Supervising Registered Nurse	\$110.00	N/A	N/A
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 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 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 (1st) meal period must be taken within the first (1st) five (5) hours after the start of the shift unless the shift is six (6) hours or less. Placements are entitled to a second (2nd) 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 (2nd) 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.