

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NIGHTINGALE NURSES, LLC
FOR FISCAL YEAR 2018-2019**

This First Amendment to the Professional Services Agreement dated June 29, 2018, 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 19 day of February, 2019.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health ("DHHS – Mental Health"), desired to retain a qualified professional staffing firm to provide supplemental nursing personnel to fill various positions at DHHS – Mental Health facilities; and

WHEREAS, on June 29, 2018, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of supplemental registered nursing personnel at DHHS – Mental Health facilities; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to increase the maximum amount payable thereunder.

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 29th day of June, 2018, 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 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 services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million Three Hundred Thousand Dollars (\$1,300,000.00). CONTRACTOR agrees to perform 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 for services provided hereunder, or terminate this Agreement as provided 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.

- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. 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. Hold Harmless. In the event COUNTY cannot, or will not, pay for services rendered 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 include the following provision regarding counterpart execution:

50. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

4. Except as modified herein, the Professional Services Agreement dated June 29, 2018 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.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

NIGHTINGALE NURSES, LLC:

By: [Signature]

Date: 1/17/19

Name: Jessica Hatterman

Title: Director of Operations

COUNTY OF HUMBOLDT:

By: [Signature]
 Rex Bohn
 Chair, Humboldt County Board of Supervisors

Date: 2/19/19

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
 Risk Management

Date: 01/30/2019