

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

This Second Amendment to the Professional Services Agreement dated May 10, 2023, as amended on March 29, 2024, 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 5 day of September, 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, on March 29, 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 budgetary requirements set forth therein; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend certain provisions of the Professional Services Agreement in order to increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. 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 One Hundred Forty Thousand Dollars (\$5,140,000.00). 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 Two Million Five Hundred Twenty Thousand Dollars (\$2,520,000.00) for fiscal year 2024-2025. 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.
2. Except as modified herein, the Professional Services Agreement dated May 10, 2023, as amended on March 29, 2024, 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 COPRORATIONS 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  
Title: Operations Manager

Date: 08/19/2024

By:  \_\_\_\_\_  
Name: Eric Wiest  
Title: Vice President of Operations

Date: 08/19/2024

**COUNTY OF HUMBOLDT:**

By: **Botzler-  
Rodgers, Emi** \_\_\_\_\_  
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])*

Digitally signed by  
Botzler-Rodgers, Emi  
Date: 2024.09.05  
16:57:14 -07'00'

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

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: **Oakley, Jennifer** \_\_\_\_\_  
Risk Management

Digitally signed by Oakley, Jennifer  
Date: 2024.08.29 13:42:04 -07'00'

Date: 08/29/2024