

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

This Fifth Amendment to the Professional Services Agreement dated May 10, 2023, as amended on March 29, 2024, September 5, 2024, March 27, 2025, and October 15, 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 _____, 2026.

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

WHEREAS, on March 27, 2025, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to extend the term thereof and increase the maximum amount payable thereunder; and

WHEREAS, on October 15, 2025, 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 and modify the insurance and budgetary requirements set forth therein.

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 Eleven Million Eight Hundred Twenty-Eight Thousand Dollars (\$11,828,000.00). 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, Three Million Twenty Thousand Dollars (\$3,020,000.00) for fiscal years 2024-2025, Three Million One Hundred Sixty-Eight Thousand Dollars (\$3,168,000.00) for fiscal year 2025-2026 and Three Million Twenty Thousand Dollars (\$3,020,000.00) for fiscal year 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.

2. Section 28 – Insurance Requirements of the Professional Services Agreement is hereby amended to read as follows:

28. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

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1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Sexual Abuse or Molestation Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 3. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 4. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 5. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

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- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Nightingale Nurses, LLC
Attention: Bob Mareello, President
6401 Congress Avenue, Suite 250
Boca Raton, Florida 33487
bmareello@nightingalenurses.net

3. The Organizational Provider Agreement is hereby amended to replace any and all references to “(State Standard Agreement No. 22-20103)” with “(State Standard Agreement No. 25-50097).”
4. The Organizational Provider Agreement is hereby amended to replace any and all references to “(State Standard Agreement No. 21-10082)” with “(State Standard Agreement No. 26-60030).”
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 Fifth Amendment.
6. Except as modified herein, the Professional Services Agreement dated May 10, 2023, as amended on March 29, 2024, September 5, 2024, March 27, 2025 and October 15, 2025, shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Fifth Amendment shall govern.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATION 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: 

Date: 06/02/2026

Name: ERIC P. WIEST

Title: VP OPERATIONS

By: 

Date: 06/02/2026

Name: Gustavo Bengifo

Title: AVP of Operations

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Emi Botzler-Rodgers, Behavioral Health Director
(Pursuant to the authority granted by the
Humboldt County Board of Supervisors on
_____, 2026 [Item No. _-___])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

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 from Sunday to Saturday (“Work Week”). CONTRACTOR shall be compensated for the services provided pursuant to the terms and conditions of this Agreement at the following hourly rates:

Position	Regular Rate	Incentive Rate	Critical Need Rate
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 by COUNTY 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 thirty-six (36) hour Contract Work Week; or forty-eight (48) hours in a forty-eight (48) hour Contract 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 official COUNTY holidays, as set forth by the Humboldt County Board of Supervisors, shall be billed at one and one-half (1.5) times the hourly rates set forth herein.

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.