

**SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MARIANE GILBERT
FOR FISCAL YEARS 2023-2024 THROUGH 2025-2026**

This Second Amendment to the Professional Services Agreement dated May 26, 2023, as amended on May 6, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Mariane Gilbert, a Nurse Practitioner licensed in the State of California, 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, desired to retain a qualified professional to assist COUNTY’s contracted physician in providing various non-emergency medical care services for patients at COUNTY’s Psychiatric Health Facility; and

WHEREAS, on May 26, 2023, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such non-emergency medical care services; and

WHEREAS, on May 6, 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 insurance requirements set forth therein; and

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

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, 2026, 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 Ninety Thousand Dollars (\$90,000.00). In no event shall the maximum amount paid under this Agreement exceed Thirty Thousand Dollars (\$30,000.00) per fiscal year for fiscal years 2023-2024 through 2025-2026. 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. Rate of Compensation. COUNTY shall compensate CONTRACTOR at the flat daily rate of One Hundred Twenty Dollars (\$120.00) per day for all days on which direct client services are provided pursuant to the terms and conditions of this Agreement.
 - 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. Except as modified herein, the Professional Services Agreement dated May 26, 2023, as amended on May 6, 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.

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

MARIANE GILBERT:

By: 
Mariane Gilbert

Date: 4/30/2025

COUNTY OF HUMBOLDT:

By: _____
Emi Botzler-Rodgers, Behavioral Health Director
*(Pursuant to the authority granted by the
Humboldt County Board of Supervisors
on July 7, 2020 [Item No. C-12])*

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: **Oakley, Jennifer**  Digitally signed by Oakley,
Jennifer
Date: 2025.05.02 11:24:11 -07'00'
Risk Management

Date: 5/2/2025