

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Health Services Agency

BOARD AGENDA: 4.B.1
AGENDA DATE: June 2, 2026

SUBJECT:

Approval of an Amendment to Increase the Contract With Amergis Healthcare Staffing by \$210,000, for a New Total of \$4,300,316, and Extend the Term Through June 12, 2027; and Related Actions

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2026-0264

On motion of Supervisor B. Condit Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

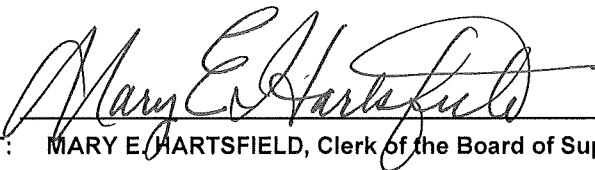
1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: MARY E. HARTSFIELD, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Health Services Agency

BOARD AGENDA:4.B.1
AGENDA DATE: June 2, 2026

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT:

Approval of an Amendment to Increase the Contract With Amergis Healthcare Staffing by \$210,000, for a New Total of \$4,300,316, and Extend the Term Through June 12, 2027; and Related Actions

STAFF RECOMMENDATION:

1. Approve an amendment to increase the Contract with Amergis Healthcare Services by \$210,000 and extend the term through June 12, 2027, for a new total not-to-exceed amount of \$4,300,316.
2. Authorize the General Services Agency Director/Purchasing Agent, or designee, to sign the amendment to increase the Contract with Amergis Healthcare Services by \$210,000, and extend the term through June 12, 2027.
3. Authorize the General Services Agency Director/Purchasing Agent to negotiate and sign amendments to the contract in a not to exceed amount up to \$200,000 in total, within budget authority, and consistent with the County Purchasing Policy from July 1, 2026, through June 12, 2027.

DISCUSSION:

The Health Services Agency (HSA) has used Amergis as a staffing partner to support operations during peak loads, temporary absences, and emergencies as defined by §3.65.010 of the Stanislaus County Code. During the COVID-19 emergency, staffing was sourced to support all areas of operation, and positions used included registered nurses, licensed vocational nurses, office administrative support (clinical), and medical assistants. In the last year, HSA Medical Therapy Unit (MTU) experienced the need for physical therapists/occupational therapists due to turnover in a hard-to-recruit classification. The agreement with Amergis supported uninterrupted service to MTU clients, youth with limitations from birth to age twenty-one, until positions were filled.

The current agreement with Amergis Healthcare Staffing has been in effect since June 13, 2018. The contract amendment is consistent with the current scope of HSA services.

HSA makes requests to execute annual amendments to agreements, typically in May or June, to support the timing needed to process and execute purchase orders in time for the new fiscal year beginning July 1, 2026.

HSA requests authorization for the Purchasing Agent or designee to negotiate and sign

additional amendments, as needed, associated with the agreement with Amergis Healthcare Staffing, when necessary and budget permitting, throughout Fiscal Year 2027, up to \$200,000, without further action by the Board of Supervisors. Any increases to the contract purchase order will be identified in subsequent quarterly financial reports to the Board of Supervisors.

POLICY ISSUE:

Contracts above \$200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item or the quarterly Contract Summary Sheet process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5).

FISCAL IMPACT:

The contract with Amergis Healthcare Staffing will have its term extended through June 12, 2027, and its not-to-exceed amount increased by \$210,000 for Fiscal Year 2027, for a cumulative total compensation of \$4,300,316 over the life of the contract. Revenues and appropriations associated with this agreement will be included in HSA's Public Health and Clinics & Ancillary Services budgets in the 2027 Proposed Budget. Requests to increase revenues or appropriations to support increased service utilization will be made during future budget cycles, as needed.

There are no additional impacts on the County General Fund associated with the recommended action.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Supporting a Healthy Community* and *Delivering Efficient Public Services* through effectively securing available, needed resources in a planned, organized, and compliant manner.

STAFFING IMPACT:

Existing staff will execute, implement, and manage the requested agreements. There are no other staffing impacts associated with the recommended action.

CONTACT PERSON:

Heather Duvall
Managing Director

(209) 558-7163

ATTACHMENT(S):

1. Amergis - Fourth Amendment
2. Amergis Primary Agreement and Amendments
3. Levine Act Disclosure Statement

FOURTH AMENDMENT TO FACILITY STAFFING AGREEMENT

This Fourth Amendment to the Facility Staffing Agreement (“Agreement”) is entered into by and between the County of Stanislaus Health Services Agency (“County”) and Amergis Healthcare Staffing, Inc., (“Contractor”), on _____.

WHEREAS, the County and Original Contractor entered into a Facility Staffing Agreement dated June 13, 2018 (“Agreement”);

WHEREAS, Section 6.7 of the Agreement provides that no amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9; and

WHEREAS, on November 19, 2018, the Agreement was amended to incorporate an updated hourly rate schedule; and

WHEREAS, on June 4, 2024, the Agreement was amended to incorporate the Contractor’s name change to Amergis Healthcare Staffing, Inc.; and

WHEREAS, on October 30, 2025, the Agreement was amended to incorporate an updated hourly rate schedule; and

WHEREAS, the parties wish to amend the Agreement to extend the term and increase total compensation;

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. The term of the Agreement shall be from June 13, 2018 through June 12, 2027.
2. The compensation shall not exceed \$210,000 for the period of June 13, 2026 through June 12, 2027 for a total not-to-exceed amount of \$4,300,316 over the term of the Agreement.
3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

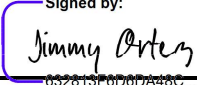
[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives executed this Amendment on the day and year first hereinabove written.


COUNTY OF STANISLAUS
General Services Agency

AMERGIS HEALTHCARE STAFFING, INC.


By _____
Andrew Johnson,
GSA Director/Purchasing Agent
"County"

Signed by:
By  _____
632613F0D6DA48C...
"Contractor"

APPROVED AS TO CONTENT:
Health Services Agency

By  _____
Heather Duvall (May 6, 2026 11:27:09 PDT)
Heather Duvall
Managing Director

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By  _____
Mobin Bhatti (May 6, 2026 09:52:56 PDT)
Mobin Bhatti
Deputy County Counsel



FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 13th day of June, 2018, by and between **Stanislaus County - Health Services Agency** located at 830 Scenic Drive Modesto, CA 95353, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Ave, Suite 235 Sacramento, CA 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a County facility located in California and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Terms. This Agreement will be in effect for five (5) years and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.

- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. In addition to the general and professional liability coverage listed above, MAXIM will also maintain Worker's Compensation insurance in the amounts required by law. Such coverage will apply to all MAXIM personnel provided under this agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 Short-notice Requests. MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Patient Care. FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

This Section 3.6 notwithstanding, CLIENT may hire any Personnel provided by MAXIM once Personnel have completed a minimum number of hours of work for CLIENT through MAXIM, according to the following schedule:

Aggregate Hours Worked By Personnel For Client in a Twelve (12) month period	Conversion Fee
Prior to completing 140 hours	20% of annualized starting salary
After Completions of 140 – 280 hours	18% of annualized starting salary
After Completions of 280 – 420 hours	15% of annualized starting salary
After Completions of 420 – 520 hours	12% of annualized starting salary
After Completions of 520 hours	5% of annualized starting salary
After Completions of 1040 hours	No Fee

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s)

for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 Right to Dismiss. FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

**Stanislaus County - Health Services Agency
830 Scenic Drive
Modesto, CA 95353
ATTN: Cindy Bunch - Human Resources
Manager**

Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within fifteen (15) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 **(Intentionally Omitted)**

ARTICLE 6. GENERAL TERMS

Section 6.1 **Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 **Indemnification.** MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, that party shall bear its own respective costs, expenses, and attorneys' fees incurred to engage in any claims process or litigation enforcing said rights. However, if claim or legal action is required to collect any monies due to a party for services provided under this agreement, that party is entitled to reasonable attorneys' fees, court costs, and expenses incurred if that party prevails in enforcing its rights to collect said monies.

Section 6.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Stanislaus County - Health Services
Agency
830 Scenic Drive
Modesto, CA 95353
ATTN: Cindy Bunch - Human
Resources Manager

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
1050 Fulton Ave, Suite 235
Sacramento, CA 95825
ATTN: Thomas Huse

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.
- Section 6.11 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.12 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California

and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.13 Limitation on Liability. Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.14 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial nor medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in

judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

~~STANISLAUS COUNTY - HEALTH SERVICES AGENCY :~~

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:

Signature
KEITH D. BOGGS GSA DIRECTOR / PURCHASING Agent
Printed Name & Title

Date

Signature
Brendon McGehee Asst. Controller
Printed Name & Title
7/20/18
Date

County of Stanislaus
Health Services Agency

By: Mary Ann Lee
Mary Ann Lee, Managing Director Date

APPROVED AS TO FORM:

BY: Marc Hartley DATE: 6-14-18
Marc Hartley, Deputy County Counsel

ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
Stanislaus County – Health Services Agency

Charges will be based on the following hourly rate schedule effective April 16, 2018:

Service	Local/Per Diem Rate	Travel Rate (Non-Local Candidate)
Psychiatrist	\$240	\$240
NP/PA	\$115	\$115
Registered Nurse	\$78	\$85
Public Health Nurse	\$79	\$86
LMFT / MSW	\$85	\$85
LCSW	\$90	\$90
Medical Assistant	\$40	-
Mental Health Worker/Sitter/CNA	\$35	-
Office Admin Technician's	\$40	-
PT/OT	\$75	\$80

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 PM)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	Pioneer Day (Utah Only)

STANISLAUS COUNTY ~~HEALTH~~
 SERVICES AGENCY :

MAXIM HEALTHCARE SERVICES, INC.
 D/B/A MAXIM STAFFING SOLUTIONS:

Signature

Keith D. Boggs GSA DIRECTOR /
 Purchasing Agent

Printed Name & Title

Date

Signature

Brandon McGee Asst. Controller

Printed Name & Title

Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Brandon McGee Date: 7/20/18

Signature:  Date: 7/20/18

Vendor Name: Maxim Healthcare Services, Inc.

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO-Risk Management Division: _____ Date: _____



AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the Facility Staffing Agreement (hereinafter "Agreement") is entered into this 19th day of November, 2018, by and between Stanislaus County - Health Services Agency located at 830 Scenic Drive, Modesto, CA 95353, referred to in this Agreement as "FACILITY," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Ave, Suite 235, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement, with an effective date of 13th day of June, 2018.

WHEREAS, FACILITY and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to amend the Agreement to reflect the following terms and conditions.

The following rates shall be applicable as of the Effective Date listed below:

Service	Local/Per Diem Rate	Travel Rate (Non-Local Candidate)
LVN	\$55	\$60

The terms and conditions of this Amendment are effective as of 19th day of November, 2018. All other terms and conditions will remain unchanged as stated in the Agreement.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

STANISLAUS COUNTY:

Signature

Printed Name & Title Keith D. Boggs GSA Director/Purchasing Agent

Date _____

MAXIM HEALTHCARE SERVICES, INC.
D/B/A MAXIM STAFFING SOLUTIONS

Signature
Signature@maxhealth.com

Printed Name & Title Brandon McGee Asst. Controller

Date 11/26/2018

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY

DATE: 11-28-2018

County of Stanislaus
Health Services Agency

By: 11/27/18
Mary Ann Lee, Managing Director Date

SECOND AMENDMENT TO FACILITY STAFFING AGREEMENT

This Second Amendment to the Facility Staffing Agreement (“Second Amendment”) is entered into by and between the County of Stanislaus – Health Services Agency (“County”) and Maxim Healthcare Staffing Services, Inc. dba Maxim Staffing Solutions, (“Original Contractor”), on June 3, 2024.

WHEREAS, the County and Original Contractor entered into a Facility Staffing Agreement dated June 13, 2018 (“Agreement”);

WHEREAS, Section 6.7 of the Agreement provides that no amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9; and

WHEREAS, on or about April 8, 2024, the Original Contractor formed a disregarded entity under the name Amergis Healthcare Staffing, Inc. (California Secretary of State Corporation No. 4285675) and assigned all right, title, and interest in the Agreement to the newly formed corporation.

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. The Original Contractor hereby represents and warrants that it has assigned all of his right, title and interest in the Agreement to Amergis Healthcare Staffing, Inc. The County hereby consents to the assignment to the newly formed corporation effective April 8, 2024. As of April 8, 2024, all references in the Agreement to “Contractor” shall be to Amergis Healthcare Staffing, Inc.
2. This Amendment may be executed in counterpart. A signed copy of this Amendment No. 1 or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]


IN WITNESS WHEREOF, the parties or their duly authorized representatives executed this Agreement on the day and year first hereinabove written.

“County”


“Contractor”

COUNTY OF STANISLAUS
General Services Agency

AMERGIS HEALTHCARE STAFFING, INC.

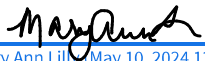
By 

Andrew Johnson,
GSA Director/Purchasing Agent

By 


Florence Ugokwe (May 1, 2024 09:03 EDT)

APPROVED AS TO CONTENT:
Health Services Agency

By 

Mary Ann Lilly-Tengowski
Managing Director

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By 

Serenity Wang
Deputy County Counsel

**THIRD AMENDMENT TO
FACILITY STAFFING AGREEMENT**

This Third Amendment to the Facility Staffing Agreement (“Third Amendment”) is entered into by and between the County of Stanislaus – Health Services Agency (“County”) and Amergis Healthcare Staffing, Inc., (“Contractor”), on October 30, 2025.

WHEREAS, the County and Original Contractor entered into a Facility Staffing Agreement dated June 13, 2018 (“Agreement”);

WHEREAS, Section 6.7 of the Agreement provides that no amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9; and

WHEREAS, on November 19, 2018, the Agreement was amended to incorporate an updated hourly rate schedule; and

WHEREAS, on June 4, 2024, the Agreement was amended to incorporate the Contractor’s name change to Amergis Healthcare Staffing, Inc.; and

WHEREAS, the parties wish to amend the Agreement to incorporate an updated rate schedule;

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. The hourly rate schedule in Attachment A is hereby deleted and replaced with the schedule below:


Service	Local/Per Diem Rate	Travel Rate (Non-Local)
Psychiatrist	\$350	\$350
NP/PA	\$120	\$120
Registered Nurse	\$85	\$90
Public Health Nurse	\$88	\$93
LVN	\$60	\$68
LMFT/MSW	\$90	\$95
LCSW	\$100	\$110
Medical Assistant	\$45	-
Mental Health Worker/Sitter/CNA	\$42.50	-
Office Admin	\$45	-
PT/OT	\$100	\$110

2. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives executed this Agreement on the day and year first hereinabove written.


COUNTY OF STANISLAUS
General Services Agency

By 
Andy Johnson (Oct 30, 2025 12:26:39 PDT)
Andrew Johnson,
GSA Director/Purchasing Agent
"County"


AMERGIS HEALTHCARE STAFFING, INC.

By 
Benisse Mua (Oct 24, 2025 13:53:58 EDT)
Benisse Mua
Assistant Controller
"Contractor"

APPROVED AS TO CONTENT:
Health Services Agency

By 
Heather Duvall (Oct 27, 2025 12:01:08 PDT)
Heather Duvall
Managing Director

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By 
Mobin Bhatti (Oct 27, 2025 11:09:47 PDT)
Mobin Bhatti
Deputy County Counsel



CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than \$500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than \$500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: <https://www.stanvote.com/pdf/elected-officials-list.pdf>. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any County Officer in the twelve (12) months following any Board action related to this contract? YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:


- If YES, please identify the County Officer receiving the contribution:

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of “licenses, permits, or other entitlements for use” for the purposes of the Act:

- Contracts under \$50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Jimmy Ortez	 Digitally signed by Jimmy Ortez Date: 2026.04.14 14:11:07 -04'00'	Date 4/14/26
Print Name: Jimmy Ortez		
Title: Assistant Controller		
Company: Amergis Healthcare Staffing, Inc.		

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title: