

**MODIFICATION NUMBER ONE OF  
AGREEMENT FOR SERVICES BETWEEN  
COUNTY OF SONOMA AND  
MAXIM HEALTHCARE STAFFING SERVICES, INC.**  
(Version 2025 Aug 12)

On January 16, 2024, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and Maxim Healthcare Staffing Services, Inc. (hereinafter "Contractor") entered into a services agreement (hereinafter "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. The name of Contractor "Maxim Healthcare Staffing Services, Inc." in the first paragraph on page 1 of this Agreement is hereby deleted and replaced with "Amergis Healthcare Staffing, Inc."
2. Section 2.1 (Payment for Services) is hereby revised to read as follows:

2.1. Payment for Services

Contractor shall be paid on a per-hour basis in accordance with the budget set forth in Exhibit B (Rates), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Any remaining balance at the end of a fiscal year of this Agreement shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement. There shall be no payment for expenses incurred in performing services. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), and (iii) the hourly rate(s) of the person(s) performing the task(s). Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

3. Section 2.5.2 (OMB Circular A-133) is hereby revised to read as follows:

2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to the County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

4. Article 3 (Term of Agreement) is hereby revised to read as follows:

3. Term of Agreement

The term of this Agreement shall be from July 1, 2023 to June 30, 2027, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

5. Section 9.6.1 (Right to Audit, Inspect, and Copy Records) is hereby revised to read as follows:

9.6.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records. Contractor agrees to comply with all requests for information from County necessary to fulfill County's reporting obligations. This includes providing any reports prepared by Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

6. Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) is hereby revised to read as follows:

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County	To Contractor
Amelyn Olson Public Health Division Director Public Health Division Department of Health Services County of Sonoma 463 Aviation Blvd Santa Rosa CA 95403 707-565-2696 Amelyn.Olson@sonomacounty.gov	Hayley Mallick Director of Business Operations Amergis Healthcare Staffing, Inc. 2100 Powell St., Suite 620 Emeryville CA 94608 510-982-0007 / 916-792-3937 hahiggin@amergis.com

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy

of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CONTRACTOR:**

\_\_\_\_\_  
Florence Ugoweke, Assistant Controller  
Amergis Healthcare Staffing, Inc. \_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**

Approved; Certificates of Insurance on File with County:

\_\_\_\_\_  
Nolan Sullivan, Director  
Department of Health Services \_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee \_\_\_\_\_  
Dated

Approved as to Form:



\_\_\_\_\_  
Sonoma County Counsel \_\_\_\_\_  
Dated

Approved as to Substance:

*Candace Hilliard* on behalf of Sean Barker \_\_\_\_\_  
4/28/2026  
Privacy & Security Officer or Designee \_\_\_\_\_  
Dated