



This **Master Services Agreement** ("Agreement") is entered into on this May 1, 2025 "**Effective Date**," by and between **Solano County** located at 675 Texas St, Fairfield, CA 94533, Fairfield, California 94533, referred to in this Agreement as ("Customer") and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2241 Harvard Street, Sacramento, CA, 95815, United States of America referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer is a local government agency that provides healthcare services in California;

WHEREAS, Amergis operates an agency that provides personnel to provide supplemental healthcare services to Customer; and

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, Customer and Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment" means the healthcare services to be performed by Personnel at the Work Site for the duration as specified by the Customer.

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the amount billed to Customer for services performed by Personnel charged per hour pursuant to this Agreement, any Statement of Work, subsequent Amendment or Customer Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"Contractor" means either 1099 independent contractor(s) or legal entity(ies) being utilized by Amergis to provide Services.

"Per Diem Personnel" means a licensed and/or unlicensed clinical and other non-clinical employee of Amergis that provides services on an as-needed basis as requested by Customer.

"Personnel" means a licensed and/or unlicensed clinical and other non-clinical employee of Amergis providing temporary staffing services to Customer pursuant to the terms of this Agreement.

"Services" means the supplemental Services provided by Amergis to Customer, as more specifically set forth in any accompanying Statement of Work.

"Supplies" means any and all necessary medical or non-medical supplies to be used in administering and/or providing Services as set forth in this Agreement, including, but not limited to personal protective equipment ("PPE").



“Travel Personnel” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“Travel-Expense Payment” is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

“Week” pursuant to **Section 6.1 “Invoicing Week”** means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

“Work Site” means any physical location where Personnel are assigned to render Services on behalf of Customer.

ARTICLE II. TERM

2.1 Term. This Agreement will commence on the Effective Date and will continue for a period of one (1) year unless earlier terminated by either Party in accordance with the terms hereof.

2.2 Renewal. Customer may renew this Agreement at the end of the term for successive one (1) year terms, up to (5) five total terms, by providing written notice of the renewal to Amergis at least thirty (30) days prior to the end of the term or renewal term, as applicable.

ARTICLE III. NATURE AND SCOPE OF SERVICES

3.1 Services and Statement of Work. Amergis agrees to provide the Services on Customer’s behalf in accordance with the applicable Statement of Work, Attachment “A”. For each engagement at a Work Site, the Parties will complete a Statement of Work containing a detailed description of the Services, which when signed by the Parties is deemed incorporated and subject to the terms outlined in this Agreement. Amergis will onboard and credential Personnel as set forth in Attachment “B” Assignment Onboarding.

3.2 Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a **“Change Request”**). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

3.3 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such, and not as employees of Customer. Amergis agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Amergis.

3.4 Patient Care. Customer is responsible for the management of patient care and will orient Personnel to all protocols and procedures at each Work Site related to patient care and safety. If Customer requests Amergis to staff any position with oversight over Amergis Personnel, Customer Personnel, or the management of patient care, Customer shall orient the supervisory Personnel to Customer’s clinical policies and protocols necessary for the management role. Customer shall oversee all decisions concerning patient care.



3.5 Availability of Personnel. The Parties agree that Amergis' duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, at Customer's request, Amergis will provide Customer with a higher skilled Personnel. Amergis will bill Customer at that Personnel's fair market value rate for the modality provided.

ARTICLE IV. WORK SITE REQUIREMENTS AND OBLIGATIONS

4.1 INTENTIONALLY OMITTED

4.2 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal. If Personnel are providing services at Customer's Work Site, Customer will provide furniture necessary to perform job duties and provide reasonable access to telephones for business use. Amergis will not be responsible for the proper maintenance of any property supplied by Customer.

HIPAA requires the encryption of electronic Protected Health Information (ePHI) to protect it from unauthorized access or disclosure. To better ensure data security, Customer will provide Personnel with laptops meeting Customer's security requirements and may choose to provide a Customer-specific email address for Personnel's use while providing Services.

4.3 Float Policy. Subject to prior written notification, Customer may float Personnel, if Personnel satisfies the Customer's qualifications for a float assignment. If Customer floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the float assignment as necessary. If Personnel floats to a licensure classification that has a lower Bill Rate, then the Bill Rate that was applicable to the original Personnel assignment remains the applicable Bill Rate. If Personnel floats to a staff classification that has a higher Bill Rate, the Bill Rate that is applicable to the newly assigned staff classification is the applicable Bill Rate for as long as the Personnel continues to work in that float assignment.

4.4 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided by any Personnel hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Amergis. Amergis will remove Personnel from Customer's Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review, and/or documentation of Customer's investigation(s).

4.5 Work Environment and OSHA. If Personnel performs services at a Customer Work Site, the Work Site will be reasonably clean and properly maintained to enable Amergis to safely provide Services to patient(s). Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

4.6 Notification of Incidents and Claims. Customer agrees to notify Amergis of any incident involving Amergis Personnel within seventy-two (72) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within seventy-two (72) hours of its occurrence.



4.7 Timekeeping. Amergis reserves the right to utilize MaxView, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via MaxView. Subject to confirmation by Customer, this electronic timesheet will be considered verification by Personnel of time worked. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time if possible. Customer approved hours will be utilized for Amergis' weekly payroll and billing. Any non-approved hours will be discussed between Customer and Amergis. Customer and Amergis agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

4.8 Record Access. In instances where Customer and/or Work Site is Medicare and/or Medicaid certified, Amergis 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.

4.9 Assignment Confirmation. Each individual Personnel assigned to Customer may be confirmed by a Customer Assignment Confirmation ("Confirmation") if requested by Customer. The Confirmation will be sent via electronic mail or other agreed upon means by Customer and Amergis. The Bill Rate contained therein pertains to the named Personnel only and for the duration listed therein. The Confirmation controls for the Personnel named therein if in conflict with rates or terms in this Agreement or any applicable Statement of Work.

4.10 Assignment Cancellation. Customer agrees to utilize Personnel for the specified period of time and bill rates as outlined in any Assignment Confirmation or in this Agreement or Statement of Work. Other than a request to remove under Section 4.4 of this Agreement, should Customer service needs change and Customer wishes to cancel Personnel already being utilized on contract, Customer must give Amergis fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Amergis a fee equal to: the sum of seventy-two (72) hours of such Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancellation notice). Amergis reserves the right to cancel any Assignment with written notification to the Customer. Amergis will endeavor to provide fourteen (14) days' notice to the Customer.

ARTICLE V. HIRING OF PERSONNEL

5.1 Non-Solicitation. To the extent allowed by applicable law, for a period of twelve (12) months following the date on which any Personnel either: (i) screened by Customer for purposes of Customer approving a candidate or applicant for placement or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, or recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Amergis during the term of this Agreement. Customer understands and agrees that Amergis is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Amergis in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

5.2 Conversion Fee. To the extent allowed by applicable law, customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:



| Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period | Conversion Fee |
|--|-----------------------------------|
| Prior to completing 350 hours | 25% of annualized starting salary |
| Between completion of 350 and 500 hours | 20% of annualized starting salary |
| After completion of 500 and 700 hours | 15% of annualized starting salary |
| After completion of 700 and 900 hours | 10% of annualized starting salary |
| After Completion of 900 hours | 5% of annualized starting salary |

5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Amergis, the conversion fee that applies is the lesser of 150% of that set forth in the Conversion Table above or the highest amount allowed by applicable law.

Section 5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work(s) or Confirmation(s) for this Agreement. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon timecard application. Customer approved hours will be invoiced for the Invoicing Week.

Invoicing Contact:
Invoicing Address:
Invoicing E-mail:
Invoicing Phone:

6.2 Payment. All amounts are due and payable within 30 days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the Dispute Resolution section herein.

6.3 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed in the Statement of Work attached as Attachment "A" of this Agreement.

6.4 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Amergis pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within



one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Amergis prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Amergis has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

6.5 Assurances. In the event Amergis, in good faith, becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Amergis applies the prepayment deposit in accordance with this Section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

6.6 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

7.1 Independent Legal Entities. Amergis and Customer 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 Amergis nor Customer 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. Amergis may provide services to others during the same period Amergis provides service to Customer under this Agreement.

7.2 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL SERVICE OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined in Article III and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.



8.4 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) Sunburst. Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Amergis' subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement.

8.5 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call. Amergis and Customer will use commercially reasonable efforts to execute a Customer Assignment Confirmation for each Per Diem Personnel.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. INSURANCE

9.1 Amergis Insurance. Amergis will comply with the insurance requirements set forth in Attachment C, attached to and incorporated into this Agreement.

9.2 Customer Insurance. Customer 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. Customer will give Amergis prompt written notice of any material change in Customer coverage.

ARTICLE X. INDEMNIFICATION

10.1 Indemnification by Amergis. Amergis agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Amergis' employees' negligent acts or omissions, or willful misconduct, in the performance of Services under this Agreement;
or

(b) any breach by Amergis of its obligations set forth herein and any applicable Statement of Work.



10.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Amergis and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys’ fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer’s employees’ negligent acts or omissions, or willful misconduct, in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

10.3 Indemnification Procedures – The Party seeking indemnification under this section (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

10.4 Survival. The obligations set forth in this Article X shall survive the termination of this Agreement.

ARTICLE XI. LIMITATION OF LIABILITY

11.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XII. DISPUTE RESOLUTION

12.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

12.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties’ representatives shall meet at least once within forty-five (45) days after the date of the initiating Party’s written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties’ representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.



12.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIII. CONFIDENTIALITY AND USAGE OF DATA

13.1 Confidentiality.

(a) Amergis/Customer 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, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. This Information specifically excludes the existence of this Agreement, its terms or payments made pursuant to this Agreement, which is public information under California law. A Party may disclose the Information as required by law, or pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

(b) Disclosure of Amergis/Customer Partnership. From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

(c) Patient Information. Neither Party nor its employees shall disclose any financial or medical information regarding patients to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, the patient, in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations regarding the confidentiality of patient information.

13.2 HIPAA/HITECH Obligations. The Parties each represent that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

Notwithstanding the foregoing, Amergis and all Personnel provided to Customer hereunder shall comply with confidentiality requirements and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by Amergis Personnel.

13.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism.



Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

13.4 Survival. The obligations set forth in this Article XIII shall survive the termination of this Agreement.

ARTICLE XIV. TERMINATION

14.1 Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

14.2 Termination for Cause. If payment default occurs, Amergis may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

14.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XV. GENERAL TERMS

15.1 Non-discrimination. Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

15.2 Compliance with Laws. Amergis 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, Amergis reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

15.3 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. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

15.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with Amergis, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.

15.5 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.



Solano County

675 Texas St, Fairfield, CA 94533,
Fairfield, California 94533

ATTN:

Amergis Healthcare Staffing, Inc.

7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

COPY TO:

ATTN: Madeline Michaels
Amergis Healthcare Staffing, Inc.
2241 Harvard Street, Sacramento, CA,
95815, United States of America

15.6 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

15.7 Merger. This Agreement constitutes the entire contract between Customer and Amergis 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. All terms of a later signed Agreement will supersede a prior signed Agreement. 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.

15.8 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties.

15.9 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.

15.10 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

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Customer and Amergis 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.

SOLANO COUNTY

AMERGIS HEALTHCARE STAFFING, INC.:

Bill Emlen



Signature of Authorized Representative

Benjamin Veldman



Signature of Authorized Representative

BILL EMLEN

Printed Name

BENJAMIN VELDMAN

Printed Name

COUNTY ADMINISTRATOR

Title 05/29/2025
03:49 PM EDT

Date

ASSISTANT CONTROLLER

Title 04/21/2025
01:37 PM EDT

Date



STATEMENT OF WORK
ATTACHMENT "A"

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental Personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
2. **Length of Assignment.** Personnel will be assigned to the Customer exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.
3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.
4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.
5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions and specialties as the amount charged by per hour. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the dates of services indicated.

| Positions | Rate Type (per hour) | Rate \$ (per hour) |
|---|----------------------|--------------------|
| LCSW/LMFT/LPCC (1099 Contractors) | Regular Rate | \$105.00 |
| LVN (W-2) | Regular Rate | \$60.00 |
| LPT (W-2) | Regular Rate | \$60.00 |
| RN (W-2) | Regular Rate | \$88.00 |
| Licensed Clinical Psychologist (1099 Contractor) | Regular Rate | \$140.00 |
| | | |
| | | |

*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

6. The maximum amount the County agrees to compensate Amergis Healthcare Staffing shall not exceed \$728,000.



7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.
9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
10. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.
11. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

| | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

| Work Site Name | Address | Work Site Contact |
|----------------|---------|-------------------|
|----------------|---------|-------------------|

13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Customer Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites are set forth below:

| Work Site Name | Address | Work Site Invoice Contact |
|----------------|---------|---------------------------|
|----------------|---------|---------------------------|

14. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s) or Change Request.
15. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
16. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Statement of Work is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ASSIGNMENT ONBOARDING
ATTACHMENT "B"

1. Licensed Clinical Personnel Requirements. Amergis will supply Customer with Licensed Clinical Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:

- a. Conduct a criminal background check in accordance with applicable law, including any state exclusion review, as applicable;
- b. Verify current license, registration, or certification for the Services to be provided;
- c. Verify skills checklist or competencies for the position and exam;
- d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file in accordance with state regulations;
- e. Receive employment verification via The Work Number® database;
- f. Confirm Personnel are authorized to work;
- g. Perform and verify all federal exclusion and abuse check(s) are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.

2. Non-Clinical Personnel Requirements. Amergis will supply Customer with Non-Clinical Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:

- a. Conduct a criminal background check in accordance with applicable law, including any state exclusion review as applicable;
- b. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, if placed in a healthcare setting, in accordance with state regulations;
- c. Receive employment verification via The Work Number® database;
- d. Confirm Personnel are authorized to work;
- e. Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

3. Customer Criminal Background Report. In the event that Customer requires its own criminal background screening for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



INSURANCE REQUIREMENTS
ATTACHMENT "C"

A. Without limiting Amergis's obligation to indemnify Customer, Amergis must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Amergis, Amergis's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, for hired and non-owned autos.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Amergis must maintain limits no less than:

- | | | |
|--|---|--|
| (1) General Liability: (Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Amergis's services under this Agreement, Amergis must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the Customer that will be in the care, custody or control of Amergis under this Agreement. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Agreement. |



E. If Amergis maintains higher limits than the minimums shown above, Customer is entitled to coverage for the higher limits maintained by Amergis. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the Customer. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Amergis under this Agreement.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Customer. At the option of Customer, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to Customer, its officers, officials, agents, employees and volunteers; or

(2) Amergis must provide a financial guarantee satisfactory to Customer guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Amergis; and with respect to liability arising out of work or operations performed by or on behalf of Amergis including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Amergis's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) As applied to Amergis' general liability and automobile coverages, for any claims related to work performed under this Agreement, Amergis's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by Customer, its officers, officials, agents, employees, or volunteers in excess of Amergis's insurance and shall not contribute to it.

(2) If Amergis's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Customer in the care, custody, or control of the Amergis. If not covered under the Amergis's Professional Liability policy, such "property" coverage of the Customer may be endorsed onto the Amergis's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Amergis agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Amergis agrees to waive subrogation which any insurer of Amergis may acquire from Amergis by virtue of the payment of any loss. Amergis agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. This provision applies to General Liability, Workers Compensation, and Auto Liability insurance policies.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of Customer for all work performed by Amergis, its employees, agents and subcontractors.



I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Amergis must furnish County with original certificates and blanket endorsements effecting coverage required by this Agreement.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time. Should County request copies of Amergis' insurance policies, a confidentiality agreement between Amergis and County will be required prior to releasing such information.