

**NAME CHANGE AGREEMENT
UNDER AGREEMENT NO. 23-301 AND
AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Name Change Agreement (“Name Change Agreement”) and Amendment No. 1 to Service Agreement is dated December 3, 2024 and is between Amergis Healthcare Staffing, Inc., formerly known as Maxim Healthcare Staffing Services, Inc., a Maryland corporation (**[REDACTED]**) (“Contractor”); and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On June 20, 2023, the County and Contractor entered into County Agreement No. 23-301 (“Agreement”) for temporary staffing placements to mitigate the impact of County staff turnover on persons served.

B. The County has been made aware that Contractor changed its corporate entity name from Maxim Healthcare Staffing Services, Inc. to Amergis Healthcare Staffing, Inc. by filing Amended Articles of Incorporation with the Maryland Secretary of State, effective April 1, 2024, and the name Maxim Healthcare Staffing Services, Inc. is no longer active (the “Name Change”).

C. Contractor wishes to substitute the corporate name “Amergis Healthcare Staffing, Inc.” for “Maxim Healthcare Staffing Services, Inc.” under County Agreement No. 23-301 to reflect the Name Change.

D. The Contractor has been paid for services provided under this Agreement through June 30, 2024.

E. The County and Contractor now desire to amend the Agreement to reflect the Name Change.

The parties therefore agree as follows:

1 **Name Change**

2 1. The Agreement is amended by substituting the corporate name "Amergis
3 Healthcare Staffing, Inc." for the corporate name "Maxim Healthcare Staffing Services, Inc."
4 wherever it appears in the Agreement.

5 2. This Amendment accomplishes a change of corporate name only. County and
6 Contractor understand and agree that their respective rights and obligations under the
7 Agreement are unchanged by the Name Change.

8 **Acceptance**

9 3. Contractor agrees, as a direct obligation to County and without qualification or
10 reservation of rights, to perform each and every one of its obligations and responsibilities under
11 County Agreement No. 18-367 as though it had not changed its name by filing Amended
12 Articles of Incorporation with the Maryland Secretary of State. As such, Contractor agrees that
13 its liability under County Agreement No. 23-301 shall include liability accruing when its corporate
14 name was Maxim Healthcare Staffing Services, Inc., as well as its performance or failure to
15 perform its obligations under County Agreement No. 23-301. Contractor agrees to hold
16 Assignor harmless from any liability for performance or nonperformance of such obligations,
17 from and after the effective date of this assignment throughout the remaining term of County
18 Agreement No. 23-301, to the extent such obligations exist under the Agreement.

19 **Authorization**

20 4. Each person executing this agreement in a representative capacity hereby
21 warrants and represents that he or she is authorized to do so and that his or her signature shall
22 be binding on that party.

23 **Amendment**

24 5. That all references to "Exhibit A" shall be deemed references to "Revised Exhibit
25 A-1", which is attached and incorporated by this reference.

26 6. That all reference to Exhibit D-5 shall be deemed reference to "Revised Exhibit
27 D-5," which is attached and incorporated by this reference.

1 7. The parties agree that this Name Change Agreement and First Amendment is
2 sufficient to effectuate the corporate name change under the Agreement, and that upon
3 execution of this Name Change Agreement and Amendment No. 1, the Agreement, this Name
4 Change Agreement, and Amendment No. 1 together shall be considered the Agreement.

5 8. The Contractor represents and warrants to the County that:

6 a. The Contractor is duly authorized and empowered to sign and perform its
7 obligations under this Amendment.

8 b. The individual signing this Amendment on behalf of the Contractor is duly
9 authorized to do so and his or her signature on this Amendment legally binds the
10 Contractor to the terms of this Amendment.

11 9. The parties agree that this Amendment may be executed by electronic signature
12 as provided in this section.

13 c. An "electronic signature" means any symbol or process intended by an
14 individual signing this Amendment to represent their signature, including but not
15 limited to (1) a digital signature; (2) a faxed version of an original handwritten
16 signature; or (3) an electronically scanned and transmitted (for example by PDF
17 document) version of an original handwritten signature.

18 d. Each electronic signature affixed or attached to this Amendment (1) is
19 deemed equivalent to a valid original handwritten signature of the person signing this
20 Amendment for all purposes, including but not limited to evidentiary proof in any
21 administrative or judicial proceeding, and (2) has the same force and effect as the
22 valid original handwritten signature of that person.

23 e. The provisions of this section satisfy the requirements of Civil Code
24 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
25 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

26 f. Each party using a digital signature represents that it has undertaken and
27 satisfied the requirements of Government Code section 16.5, subdivision (a),
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paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

g. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

10. This Name Change Agreement and Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Name Change Agreement and Amendment.

11. The Agreement as amended by this Name Change Agreement and Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Name Change Agreement and Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 Contractor: County of Fresno

4 Amergis Healthcare Staffing, Inc. f/k/a/ Maxim
5 Healthcare Services Holdings, Inc.

6 Signed by:
7 By: Taylor Mirabelle
8 0A7266C844001A...

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

9 Print Name: Taylor Mirabelle

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 Title: Controller
11 Chairman of the Board, or
12 President or any Vice President

By: Alexandra Vicina
Deputy

13 Date: 22-Aug-24

14
15 DocuSigned by:
16 By: Florence Ugokwe
21872A7D0504446...

17 Print Name: Florence Ugokwe

For accounting use only:

18
19 Title: Assistant Controller
20 Secretary of Corporation, or
21 Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Org No.: 5630
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

22 Date: 22-Aug-24
23

24 Mailing Address:
25 7223 Lee DeForest Drive
Columbia, MD 21046

26 Phone No.: (559) 224-0299
27 Contact: Florence Ugokwe

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Revised Exhibit A-1

List of Contractors

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CONTRACTOR NAME	EXHIBIT REFERENCE
1. All's Well, Inc.	D-1
2. Cell Staff, LLC	D-2
3. Diskriter, Inc.	D-3
4. Infojini, Inc.	D-4
5. Amergis Healthcare Staffing, Inc.	Revised D-5
6. Quality Placement Authority, LLC	D-6
7. SHC Services, Inc dba Supplemental Health Care	D-7
8. VitaWerks, Inc	D-8
9. Worldwide Travel Staffing, Limited	D-9
10. Wynden Stark LLC dba GQR Global Markets	D-10

Revised Exhibit A-1

Contact Information

- 1
2
3 1. All's Well, Inc.
4 Contact: Thai Ngo, Chief Financial Officer
5 327 W. Broadway
6 Glendale, California 91204
7 Phone #: (866) 493-8343
8 govsolutions@allswell.com

- 9 2. Cell Staff, LLC
10 Contact: Rami Isa, Owner
11 1715 N Westshore Blvd Suite 525
12 Tampa, FL 33607
13 Phone #: 855-392-9310
14 Bids@cellstaff.com

- 15 3. Diskriter, Inc.
16 Contact: Laveena Yadav, Chief Executive Officer
17 PO BOX 10499
18 Pittsburgh, PA 15234
19 Phone #: (412) 465-1214
20 Laveena.Yadav@Diskriter.com

- 21 4. Infojini, Inc.
22 Contact: Sandeep Harjani, Director
23 10015 Old Columbia Rd # B215
24 Columbia, MD 21046
25 Phone #: (443) 257-0086
26 Statebids@infojiniconsulting.com

- 27 5. Amergis Healthcare Staffing, Inc.
28 Contact: Florence Ugokwe, Assistant Controller
6715 N Palm Ave, Suite 108
Fresno, CA 93702
Phone #: (559) 224-0299
flugokwe@maximstaffing.com

Revised Exhibit A-1

- 1 6. Quality Placement Authority, LLC
2 Contact: Devon Dean, VP of Client Relations
3 1815 S Meyers Rd Ste. 600
4 Oakbrook Terrace, IL 60181
5 Phone #: (209) 204-8640
6 ddean@gpauthority.com
- 7 7. SHC Services, Inc dba Supplemental Health Care
8 Contact: Clinton Hortin, Senior Contracting Manager
9 6955 Union Park Center Drive #400
10 Cottonwood Heights, Utah 84047
11 Phone #: (801) 819-4422
12 contracts@shccares.com
- 13 8. VitaWerks, Inc
14 Contact: Aditya Mangal
15 702 Portofino Ln
16 Foster City, CA
17 Phone #: (818) 254-8051
18 bizdev@vitawerks.com
- 19 9. Worldwide Travel Staffing, Limited
20 Contact: Leo R. Blatz, Chief Executive Officer
21 2829 Sheridan Drive
22 Tonawanda, New York 14150
23 (866) 633-3700 Phone
24 (877) 375-2450 Fax
25 LBlatz@worldwidetravelstaffing.com
- 26 10. Wynden Stark LLC dba GQR Global Markets
27 Contact: Josh Redland, Executive Vice President
28 316 W 12 St Suite 210
Austin, TX 78701
Phone #: (512) 782-0451
Tyler.bryson@gqrgm.com

SERVICE RATES AND COMPENSATION

Amergis Healthcare Staffing, Inc. will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$40.00
Admitting Interviewer	\$36.75
Licensed Mental Health Clinician	\$94.50
Licensed Mental Health Clinician (Traveler Rate)	\$105.00
Licensed Vocational Nurse	\$48.30
Licensed Vocational Nurse (Traveler Rate)	\$58.30
Mental Health Nurse (RN)	\$73.50
Mental Health Nurse (RN) (Traveler Rate)	\$78.50
Office Assistant	\$40.00
Program Technician	\$45.00
Psychiatric Technician	\$50.00

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.