

Deschutes County No. 2025-370 AMENDMENT 1 Contract No. 2023-890 MASTER SERVICES AGREEMENT

This Amendment ("Amendment") 2025-370 is Effective upon signing by both parties, between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through the Deschutes County Sheriff's Office ("Customer") and Amergis Healthcare Staffing, Inc. ("Amergis") fka Maxim Healthcare Staffing Services, Inc., pursuant to that certain Work Order Contract No. 2023-890 (the "Agreement") entered into between Customer and Amergis on October 6th, 2023 (the Agreement Effective Date).

WHEREAS, Customer requested Amergis to provide temporary healthcare staffing services at the facility as set forth in the Agreement;

WHEREAS, the Parties now seek to amend certain terms of the underlying Agreement as expressly set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by this Amendment:

- 1. Section 1 Amended.
 - a. Update Agreement expiration date to December 31, 2028
 - b. The maximum amount of the Agreement is increased by \$500,000 for the period of this Amendment. The entire amount of the Agreement (original 2023-890 with this Amendment 2025-370) shall NOT TO EXCEED \$1,000,000.00 in compensation.
- 2. All other terms and conditions will remain unchanged as stated in the Agreement.



AMERGIS HEALTHCARE STAFFING INC.: Signature of Authorized Representative Printed Name Title Date Dated this _____ of _____, 2025 Dated this ____ of ____, 2025 FOR SHERIFF'S OFFICE: FOR DESCHUTES COUNTY: Van der Kamp, Sheriff ANTHONY DeBONE, Chair, County Commissioner PATTI ADAIR, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:			
Altus Partners, Inc. 201 King of Prussia Road STE1	00	PHONE (A/C, No, Ext): 610-526-9130 FAX (A/C, No): 6		26-2021	
Radnor PA 19087		E-MAIL ADDRESS: coi@altuspartners.com			
		INSURER(S) AFFORDING COV	/ERAGE	NAIC#	
INSURED Amergis Healthcare Staffing, Inc. 7223 Lee DeForest Drive Columbia MD 21046	License#: 57081	INSURER A: Lloyd's Synd/beazley Furlong Ltd		2623	
		INSURER B : ACE American Insurance Company		22667	
	•	INSURER C: Indemnity Ins Co of N Am		43575	
		INSURER D :			
		INSURER E :			
		INSURER F :			
COVERAGES	CERTIFICATE NUMBER: 1022664615	REVISION	ON NUMBER:		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE OCCUR	Y	Y	B0600HC2400108	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 3,000,000 \$ 300,000
-	X \$3,000,000 SIR	2					MED EXP (Any one person)	\$ 10,000
	X S5M SIR-Products						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 5,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY			H11353861	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)	\$
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
_								\$
Α	X UMBRELLA LIAB OCCUR			B0600HC2400108	11/30/2024	11/30/2025	EACH OCCURRENCE	\$ 10,000,000
L	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED RETENTION'S							\$
СВ	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Υ	C72614720 (CA, AZ & MA) C72614847 (WI)	11/30/2024 11/30/2024	11/30/2025 11/30/2025	X PER OTH-	
B A	ANYPROPRIETOR/PARTNER/EXECUTIVE		C70644047 (\AA)		11/30/2024	11/30/2025	E.L. EACH ACCIDENT	s 1,000,000
	(Mandatory in NH) If yes, describe under			0120148UA (UH & WA)	261480A (OH & WA) 11/30/2024	11/30/2025	E.L. DISEASE - EA EMPLOYEE	s 1,000,000
	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Α	Professional Liability			B0600HC2400108	11/30/2024	11/30/2025	Per Claim/Agg \$5,000,000 SIR	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference: STATE OF OREGON PRICE AGREEMENT NO. PO-10700-00015789
Retroactive Dates: Professional Liability policy is 9/2/1988; General Liability policy is 11/30/2004. Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. The State of Oregon, its officers, employees and agents and Deschutes County Sheriff's Office as Additional Insureds on the general liability insurance policy where required by written agreement prior to loss. Coverage applies to ongoing operations and completed operations under the above referenced agreement. The general liability insurance policy referenced above and/or herein shall be primary and non-contributory with any coverage held by State of Oregon, its officers, employees and agents and Deschutes County Sheriff's Office for any losses occurring within the \$3,000,000 self-insured retention. Sexual abuse and molestation claims are covered under the general liability policy with no sub-limit, subject to the policy terms and conditions. A waiver of subrogation in favor of State of Oregon. its officers, employees and agents and Deschutes County Sheriff's Office applies to the workers waiver of subrogation in favor of State of Oregon, its officers, employees and agents and Deschutes County Sheriff's Office applies to the workers See Attached...

CERTIFICATE HOLDER	CANCELLATION		
Deschutes County Sheriff's Office 63333 W Highway 20	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Bend OR 97701	AUTHORIZED REPRESENTATIVE		
	ao		

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AGENCY CUSTOMER ID: _	
LOC #:	

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ADDITIONAL REMARKS SCHEDULE

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ADDITIONAL	L IZEIAIL			
AGENCY Altus Partners, Inc. POLICY NUMBER		NAMED INSURED Amergis Healthcare Staffing, Inc. 7223 Lee DeForest Drive Columbia MD 21046		
ADDITIONAL REMARKS		EFFECTIVE DATE:		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	NDD FORM			
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	FLIABILITY II	NSURANCE		
compensation and general liability insurance policies where require	ed by written a	agreement prior to loss. Agent/Broker will endeavor to mail 30 days written notice cies be cancelled, non-renewed, or materially changed before the expiration date.		
to the Deschutes County Sheriff's Office should any of the above d	escribed polic	sies be cancelled, non-renewed, or materially changed before the expiration date.		
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ENDORSEMENT NUMBER: TWO

ADDITIONAL INSURED SCHEDULE

- Amergis Healthcare Staffing, Inc.
- Amergis Locum Tenens, LLC
- Maxim Healthcare Services, Inc. d/b/a TravelMax Medical Professionals
- Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions
- Maxim Healthcare Systems, LLC
- Maxim Health Systems, LLC
- Maxim Health Systems, LLC d/b/a Maxim Physician Resources
- Maxim Government Services, LLC
- Maxim Pediatric Services
- Maxim Coding Solutions
- PHA, LLC doing business as Professional Healthcare Associates
- Carolina Habilitation Services, Inc.
- Maxim Respite Services
- SNI Healthcare Technologies, LLC
- Maxim Healthcare Services, Inc. doing business as Preston House
- Max's House
- Terra-Maxim joint Venture No.1, LLC
- Maxim Habilitation Services, LLC
- Logix Healthcare Search Partners, LLC
- Reflectxion Resources, Inc.
- Reflectxion Resources, Inc. doing business as Reflectx Staffing Services
- Reflectxion Resources, Inc. doing business as Reflectx Oncology Resources
- Orbis Clinical, LLC, and / or Orbis Data Solutions
- SNI Healthcare Technologies doing business as SNI High Technologies, LLC
- Maxim Healthcare Services, Inc. doing business as TravelMax
- HealthAlign, LLC
- StaffAssist Workforce Management, LLC
- Maxim Healthcare Staffing Services, Inc.
- Sunburst Workforce Advisors, LLC (wef 01/24/2022)
- TimeLine Recruiting, LLC Subject to the provisions of Endorsement Number Forty
- Maxim Physician Resources, LLC Subject to the provisions of Endorsement Number Forty Four
- Maxim Physician Resources, LLC dba Maxim Locum Tenens and Advanced Practitioners
- Chicago Department of Family and Support Services (City of Chicago)
- Contra Costa SELPA
- Maxim Healthcare Financial Management Services, LLC formerly known as Maxim Healthcare Financial Management Services Kansas, LL
- Any entity to whom the INSURED is contractually obligated to provide such coverage as is afforded by this Policy but, solely, with respect to PERSONAL INJURY, PROPERTY DAMAGE OR ADVERTISING INJURY, to which this Insurance applies, caused by a LOSS; and DAMAGES or DEFENSE EXPENSES arising out of any act, error or omission of the INSURED in rendering or failing to render PROFESSIONAL HEALTH CARE SERVICES.

THE TERMS, DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS AND CONDITIONS OF THIS POLICY OTHERWISE REMAIN UNCHANGED.

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
AMERGIS HEALTHCARE STAFFING, INC.	
7227 LEE DEFOREST DRIVE	Policy Number
COLUMBIA MD 21046	Symbol: WLR Number: C72614768
Policy Period	Effective Date of Endorsement
11-30-2024 TO 11-30-2025	11-30-2024
Issued By (Name of Insurance Company)	
INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be	completed only when this endorsement is issued subsequent to the preparation of the policy.
This endorsement changes the policy to which it is attached and is	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent