

AMENDMENT III TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment III, is made and entered into this 7th day of November, 2023, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR to be listed in Revised Exhibit A "List of Contractors," collectively hereinafter referred to as "CONTRACTORS". Reference in this Agreement to party or "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR(S), unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY through its Department of Behavioral Health (DBH) has a need for licensed psychiatrists in order to provide psychiatric services to patient/clients, as well as additional services as stated in the Agreement; and

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 19-200, effective May 7, 2019, Amendment I, identified as COUNTY Agreement No. 23-081, effective February 28, 2023, and Amendment II, as identified as COUNTY Agreement No. 23-305, collectively referred to as the "Agreement," whereby CONTRACTORS are qualified and willing to source, screen, present, and coordinate certain logistics for locum tenens psychiatrists; and

WHEREAS, the COUNTY now desires to add CONTRACTORS Lavaca Street Ventures, LLC and Orbit Health, A Professional Corporation to COUNTY Agreement No. 19-200; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. That all references in the Agreement to "Revised Exhibit A-1" shall be deemed references to "Revised Exhibit A-2", which is attached and incorporated by this reference.
2. The CONTRACTORS' Exhibit B sub-parts, "Rates of Reimbursement," as indicated on Revised Exhibit A-2, are attached and incorporated by this reference.
3. CONTRACTORS hereby agree to all terms of the Agreement, as amended, and agree to be bound by the terms of the Agreement, as amended. CONTRACTORS hereby acknowledge that they have received a complete copy of the Agreement, as amended.
4. The parties agree that upon execution of this Amendment III, COUNTY Agreement No.

1 19-200 is further revised, updated and amended to add CONTRACTORS: (1) Lavaca Street Ventures,
2 LLC and (2) Orbit Health, A Professional Corporation.

3 5. The parties agree that this Amendment III is sufficient to amend the Agreement; and that
4 upon execution of the Agreement, Amendment I, Amendment II, and Amendment III together shall be
5 considered the Agreement.

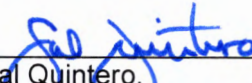
6 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
7 covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in
8 full force and effect. This Amendment III shall be effective upon execution.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to
2 Agreement as of the date first above set forth.

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5 **Please see attached signatures**

COUNTY OF FRESNO

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7 
8 _____
9 Sal Quintero,
10 Chairman of the Board of Supervisors of
11 the County of Fresno

12
13 **ATTEST:**
14 Bernice E. Seidel
15 Clerk of the Board of Supervisors
16 County of Fresno, State of California

17 By: 
18 _____
19 Deputy

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21
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23 **FOR ACCOUNTING USE ONLY:**
24 Fund/Subclass: 0001/10000
25 ORG No.: 56302999
26 56302175
27 Account No.: 56302246
28 7295/0

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to
2 Agreement No. 19-200 as of the date first above set forth.

3
4 **LAVACA STREET VENTURES, LLC**
5 **dba MONROE & WEISBROD, LLC**

6 By: Celeste Madison

7
8 Print Name: Celeste Madison

9
10 Title: Chief Executive Officer
Chairman of Board, or President or any Vice President

11
12 Date: 10/2/23

13
14 By: Cameron Matuschek

15
16 Print Name: Cameron Matuschek

17
18 Title: COO/CFO
19 Secretary (of Corporation), or any Assistant Secretary,
20 or Chief Financial Officer or any Assistant Treasurer

21 Date: 10/2/23

22
23 Mailing Address:
24 7514 N. Mopac Expressway, Suite 200
25 Austin, TX 78731

26 Phone No.: (512) 270-2886
27 Contact: Celeste Madison

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to
2 Agreement No. 19-200 as of the date first above set forth.

3
4 **ORBIT HEALTH, A PROFESSIONAL CORPORATION**

5 By: Edward Kaftarian, MD
6 Edward Kaftarian, MD (Oct 3, 2023 10:45 PDT)

7 Print Name: Edward Kaftarian, M.D.

8
9 Title: Executive Chairman
10 Chairman of Board, or President or any Vice President

11 Date: Oct 3, 2023

12
13
14 By: Josephine Tseng

15 Print Name: Josephine Tseng

16
17 Title: Director of Operations
18 Secretary (of Corporation), or any Assistant Secretary,
19 or Chief Financial Officer or any Assistant Treasurer

20 Date: 10/03/2023

21
22 Mailing Address:
23 26565 West Agoura Road, Suite 200
24 Calabasas, CA 91302

25 Phone No.: (925) 997-9093
26 Contact: Josephine Tseng

**LOCUM TENENS SERVICES
LIST OF CONTRACTORS**

CONTRACTOR NAME	RATES OF REIMBURSEMENT (Exhibit B sub-part)
1. Jackson & Coker LocumTenens, LLC 2655 Northwinds Parkway Alpharetta, GA 30009 Attention: Dana Massey Phone No.: (770) 522-1890	Exhibit B-1A
2. LocumTenens.com, LLC 2575 Northwinds Parkway Alpharetta, GA 30009 Attention: Kristopher Ware Phone No.: (678) 690-7358	Exhibit B-2
3. ExMed, Inc. 4550 Kearny Villa Road, Suite 224 San Diego, CA 92123 Attention: Adam Exum Phone No.: (619) 665-3789	Exhibit B-3
4. DR.Wanted.com, LLC 4170 Ashford Dunwoody Road NE, Suite #485 Atlanta, GA 30319 Attention: Nate Hancock Phone No.: (678) 359-3136	Exhibit B-4
5. Curative Talent, LLC 370 Las Colinas Blvd W STE 104 Irving, TX 75039 Attention: Kim Hickingbotham Phone No.: (469) 202-4033	Exhibit B-5
6. Cross Country Staffing, Inc. DBA Cross Country Locums 4775 Peachtree Industrial Blvd, #300 Berkeley Lake, GA 30092 Attention: Anne Anderson Phone No.: (800) 780-3500	Exhibit B-6

<p>7. Lavaca Street Ventures, LLC DBA Monroe & Weisbrod, LLC 7514N. Mopac Expressway, Suite 200 Austin, TX 78731 Attention: Celeste Madison Phone No.: (512) 270-2886</p>	Exhibit B-7
<p>8. Orbit Health, A Professional Corporation 26565 West Agoura Road, Suite 200 Calabasas, CA 91302 Attention: Josephine Tseng Phone No.: (925) 997-9093</p>	Exhibit B-8

**Locum Tenens Services
Rates of Reimbursement**

Contractor: Lavaca Street Ventures, LLC DBA Monroe & Weisbrod, LLC

SERVICE TYPE	RATES
Daily All-Inclusive Rate – Psychiatrist	
This rate is for services provided between 8:00am-5:00pm Monday through Sunday, with a 40-hour maximum per week.	Psychiatrist: \$ <u>330-400/hr</u>
	Nurse Practitioner: \$ <u>185-220/hr</u>
Daily All-Inclusive Rate - Forensic Services	
This rate is for services provided between 8:00am-5:00pm Monday through Sunday with a 40-hour maximum per week, with an emphasis on services performed in the County Jail or at trial evaluations.	Psychiatrist: \$ <u>300-420/hr</u>
	Nurse Practitioner: \$ <u>185-220/hr</u>
Weekend Call Rate	
This rate is for carrying a pager and taking calls via phone from Saturday at 5:00pm through Monday at 8:00am, when the psychiatrist is scheduled less than eight hours on Saturday or Sunday.	Psychiatrist: \$ <u>1,200-1,500/hr</u>
	Nurse Practitioner: \$ <u>1,000-1,300/hr</u>
In-House Call Rate	
This rate is for carrying a pager and taking calls via phone from Saturday at 5:00pm through Monday at 8:00am, when the psychiatrist is scheduled to work an eight-hour shift on Saturday or Sunday between 8:00am and 5:00pm.	Psychiatrist: \$ <u>1,650-2,050/hr</u>
	Nurse Practitioner: \$ <u>1,350-1,750/hr</u>
Weeknight Call Rate	
This rate is for carrying a pager and taking call via phone from Monday at 5:00pm through Saturday at 8:00am, no matter whether the psychiatrist is scheduled to work a shift Monday through Friday.	Psychiatrist: \$ <u>1,090/hr</u>
	Nurse Practitioner: \$ <u>900/hr</u>
Overtime Rate	
This rate is for hours worked after 40 hours per week or in the instance the psychiatrist is called back into the facility while on call.	Psychiatrist: \$ <u>450-600/hr</u>
	Nurse Practitioner: \$ <u>350-500/hr</u>
Acquisition Fee	
This rate is what the County will pay to the Contractor in the event a psychiatrist is hired and placed as a permanent staff psychiatrist by the County.	Psychiatrist: \$ <u>50,000</u>
	Nurse Practitioner: \$ <u>38,000</u>

**Locum Tenens Services
Rates of Reimbursement**

Contractor: Orbit Health, A Professional Corporation

SERVICE TYPE	RATES
Daily All-Inclusive Rate – Psychiatrist	
This rate is for services provided between 8:00am-5:00pm Monday through Sunday, with a 40-hour maximum per week.	Psychiatrist: \$ <u>340-380/hr</u>
	Nurse Practitioner: \$ <u>185-220/hr</u>
Daily All-Inclusive Rate – Psychiatrist & Nurse Practitioner (Telehealth)	
This rate is for services provided between 8:00am-5:00pm Monday through Sunday, with a 40-hour maximum per week. The rate for NP supervision is for 1 hour per 1 FTE per week.	Psychiatrist: \$ <u>250-270/hr</u>
	Nurse Practitioner: \$ <u>195-205/hr</u>
	NP Supervision: \$ <u>300/1hr per 1FTE per week</u>
Daily All-Inclusive Rate - Forensic Services	
This rate is for services provided between 8:00am-5:00pm Monday through Sunday with a 40-hour maximum per week, with an emphasis on services performed in the County Jail or at trial evaluations.	Psychiatrist: \$ <u>330-385/hr</u>
	Nurse Practitioner: \$ <u>N/A</u>
Weekend Call Rate	
This rate is for carrying a pager and taking calls via phone from Saturday at 5:00pm through Monday at 8:00am, when the psychiatrist is scheduled less than eight hours on Saturday or Sunday.	Psychiatrist: \$ <u>1,200-1,500/hr</u>
	Nurse Practitioner: \$ <u>900/hr</u>
In-House Call Rate	
This rate is for carrying a pager and taking calls via phone from Saturday at 5:00pm through Monday at 8:00am, when the psychiatrist is scheduled to work an eight-hour shift on Saturday or Sunday between 8:00am and 5:00pm.	Psychiatrist: \$ <u>1,600-2,000/hr</u>
	Nurse Practitioner: \$ <u>1,050/hr</u>
Weeknight Call Rate	
This rate is for carrying a pager and taking call via phone from Monday at 5:00pm through Saturday at 8:00am, no matter whether the psychiatrist is scheduled to work a shift Monday through Friday.	Psychiatrist: \$ <u>700-800/hr</u>
	Nurse Practitioner: \$ <u>N/A</u>
Overtime Rate	
This rate is for hours worked after 40 hours per week or in the instance the psychiatrist is called back into the facility while on call.	Psychiatrist: \$ <u>340-380/hr</u>
	Nurse Practitioner: \$ <u>185-220/hr</u>
Acquisition Fee	
This rate is what the County will pay to the Contractor in the event a psychiatrist is hired and placed as a permanent staff psychiatrist by the County.	Psychiatrist: \$ <u>65,000</u>
	Nurse Practitioner: \$ <u>40,000</u>