

1 **AMENDMENT NO. 5 TO SERVICE AGREEMENT**

2 This Amendment No. 5 to Amendment No. 24-615 is dated \_\_\_\_\_ and  
3 is between each Contractor listed in Revised Exhibit A-3 (“Contractor(s)”), and the County of  
4 Fresno, a political subdivision of the State of California (“County”).

5 **Recitals**

6 A. On May 7, 2019, the County and the Contractors entered into Master Agreement No. 19-  
7 200 (“Agreement”) for Locum Tenens Psychiatric Services, as amended by County Agreement  
8 No. 23-081 (Amendment No.1) effective February 28, 2023, County Agreement No. 23-305  
9 (Amendment No 2.) effective June 20, 2023, and County Agreement No.23-591 (Amendment  
10 No. 3) effective November 7, 2023, and County Agreement No. 24-615 (Amendment No. 4)  
11 effective December 3, 2024 for psychiatric services delivered to person served from County-  
12 operated clinics.

13 B. The County and the Contractors now desire to further amend the Agreement to extend  
14 the term of this Agreement for an additional three (3) month base and optional three (3) month  
15 renewal term, and increase the maximum compensation by Three Million, Five Hundred  
16 Thousand and No/100 Dollars (\$3,500,000.00).

17 The parties therefore agree as follows:

18 1. **Term.** This Amendment extends the term of the Agreement through September 30,  
19 2025. The term of this Agreement may be extended for no more than one three-month period  
20 upon written approval of both parties at least thirty (30) days before the first day of the three-  
21 month extension period. The County’s DBH Director, or designee, is authorized to sign the  
22 written approval on behalf of the County based on the Contractor’s satisfactory performance.  
23 The extension of this Agreement by the County is not a waiver or compromise of any default or  
24 breach of this Agreement by the Contractor(s) existing at the time of the extension whether or  
25 not known to the County.

26 2. Section 2 of Amendment No. 2 (Agreement No. 23-305) beginning on Page 2, Line 3 is  
27 amended to add the following:  
28

1 “The maximum amount for the period of July 1, 2025 through September 30,  
2 2025 shall not exceed One Million Seven Hundred Fifty Thousand and No/100  
3 Dollars (\$1,750,000.00).

4 The maximum amount for the period of October 1, 2025 through December 31,  
5 2025 shall not exceed One Million Seven Hundred Fifty Thousand and No/100  
6 Dollars (\$1,750,000.00).”

7 3. A portion of Section Two (2) of Amendment No. 2 (Agreement No. 23-305) beginning on  
8 Page 2, Lines 4 through 7 is deleted and replaced with the following:

9 “In no event shall the maximum contract amount for the services provided by the  
10 Contractors to the County be in excess of Fifty-Five Million and No/100 Dollars  
11 (\$55,000,000.00) during the total term of the Agreement.”

12 4. When all parties have signed this Amendment No. 5, the Agreement, Amendment No. 1,  
13 Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5 together  
14 constitute the Agreement.

15 5. The Contractors represents and warrants to the County that:

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

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

21 6. The parties agree that this Amendment may be executed by electronic signature as  
22 provided in this section.

23 a. An “electronic signature” means any symbol or process intended by an individual  
24 signing this Amendment to represent their signature, including but not limited to (1) a  
25 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
26 electronically scanned and transmitted (for example by PDF document) version of an  
27 original handwritten signature.

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- b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. 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.

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

8. The Agreement as previously amended and as amended by this Amendment No. 5 is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Amendment No. 5 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 5 on the date stated in the introductory  
2 clause.

3 Please see attached signatures  
4

COUNTY OF FRESNO

5  
6 Ernest Buddy Mendes, Chairman of the Board  
7 of Supervisors of the County of Fresno

8 **Attest:**  
9 Bernice E. Seidel  
10 Clerk of the Board of Supervisors  
11 County of Fresno, State of California

12 By: \_\_\_\_\_  
13 Deputy

14 For accounting use only:

15 Org No.: 56302999  
16 56302175  
17 56302246  
18 56302920  
19 Account No.: 7295/0  
20 Fund No.: 0001  
21 Subclass No.: 10000  
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement  
2 No. 19-200 as of the date first above set forth.

3  
4 **JACKSON & COKER LOCUMTENENS, LLC**

5  
6 By: Matt Hale  
Matt Hale (May 27, 2025 09:50 EDT)

7  
8 Print Name: Matt Hale

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

11 Date: 5/27/2025

12  
13  
14 By: Jay Mitchell  
Jay Mitchell (May 27, 2025 09:08 EDT)

15 Print Name: Jay Mitchell

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

20 Date: 5/27/2025

21 Mailing Address:  
22 2655 Northwinds Parkway  
23 Alpharetta, GA 30009

24 Phone No.: (678) 690-7964  
25 Contact: Matt Hale

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement  
2 No. 19-200 as of the date first above set forth.

3  
4 **LOCUMTENENS.COM, LLC**

5  
6 By: Zach Richardson  
Zach Richardson (May 27, 2025 16:25 EDT)

7  
8 Print Name: Zach Richardson

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

11  
12 Date: 05/27/2025

13  
14 By: 

15  
16 Print Name: Leslie Kurtz

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

19  
20 Date: 05/27/2025

21  
22 Mailing Address:  
2575 Northwinds Parkway  
23 Alpharetta, GA 30009

24  
25 Phone No.: (678) 690-7358  
Contact: Kristophor Ware

1           IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement  
2 No. 19-200 as of the date first above set forth.

3  
4 **EXMED, INC.**

5  
6 By: *William Kulka, MD*  
William Kulka, MD (May 22, 2025 00:06 PDT)

7  
8 Print Name: William Kulka, MD

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

11 Date: 05/21/2025

12  
13  
14 By: *Tony Rico*  
Tony Rico (May 21, 2025 17:34 EDT)

15  
16 Print Name: Tony Rico

17 Title: Chief Operating Officer  
Secretary (of Corporation), or any Assistant Secretary,  
or Chief Financial Officer or any Assistant Treasurer

18  
19 Date: 05/21/2025

20  
21  
22 Mailing Address:  
3500 West Olive Avenue, Suite 300  
23 Burbank, CA 91505

24 Phone No.: (801) 557-3380  
25 Contact: Tony Rico, COO

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement  
2 No. 19-200 as of the date first above set forth.

3  
4 **AMN HEALTHCARE LOCUM TENENS INC.**

5  
6 By: Mark Zobrosky

7  
8 Print Name: Mark Zobrosky

9  
10 Title: Director  
11 Chairman of Board, or President or any Vice President

12 Date: 5/29/2025

13  
14 By: Chris Watt

15  
16 Print Name: Chris Watt

17  
18 Title: Sales Executive  
19 Secretary (of Corporation), or any Assistant Secretary,  
20 or Chief Financial Officer or any Assistant Treasurer

21 Date: 5.28.25

22  
23 Mailing Address:  
24 12400 High Bluff Drive, Suite 500  
25 San Diego, CA 92130

26 Phone No.: (470) 592-5803  
27 Contact: Chris Watt

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement  
2 No. 19-200 as of the date first above set forth.

3  
4 **CURATIVE TALENT, LLC**

5 Signed by:  
6 By: Blake Bear  
BE8E282E0F6E43A...

7  
8 Print Name: Blake Bear

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

11 Date: 5/28/2025

12  
13 DocuSigned by:  
14 By: Jonathan Marsh  
C3556E787D804C3...

15  
16 Print Name: Jonathan Marsh

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

20 Date: 5/29/2025

21  
22  
23 Mailing Address:  
370 Las Colinas Blvd W STE 104  
24 Irving, TX 75039

25 Phone No.: (817) 675-4890  
26 Contact: Blake Bear, Senior Vice President

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement  
2 No. 19-200 as of the date first above set forth.

3  
4 **MEDICAL DOCTOR ASSOCIATES, LLC**  
5 **DBA CROSS COUNTRY LOCUMS**

6 DocuSigned by:  
7 *Karen Mote*  
8 25F6455513D8465...

9 Print Name: Karen Mote

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

12 Date: 5/28/2025

13 DocuSigned by:  
14 *Dario Hanic*  
15 613CC2EA48514F5...

16 Print Name: Dario Hanic

17 Title: CCL Vice President of Fulfillment  
18 Secretary (of Corporation), or any Assistant Secretary,  
19 or Chief Financial Officer or any Assistant Treasurer

20 Date: 5/28/2025

21  
22 Mailing Address:  
23 6551 Park of Commerce Blvd.  
24 Boca Raton, FL 33487

25 Phone No.: (214) 242-9375  
26 Contact: KiKi Tveitnes  
27  
28

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2 No. 19-200 as of the date first above set forth.  
3

4 **LAVACA STREET VENTURES, LLC dba**

5 **MONROE & WEISBROD, LLC**

6 By: Celeste Madison

7  
8 Print Name: Celeste Madison

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

11 Date: 5/28/25  
12

13  
14 By: Cameron Matschek

15 Print Name: Cameron Matschek  
16

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

20 Date: 5-28-25  
21

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

25 Phone No.: (512) 270-2886  
26 Contact: Celeste Madison  
27  
28

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement No. 19-200 as of the date first above set forth.

**ORBIT HEALTH, A PROFESSIONAL CORPORATION**

By: Edward Kaftarian, MD  
Edward Kaftarian, MD (May 29, 2025 08:43 PDT)

Print Name: Edward Kaftarian, MD

Title: Chairman of the board  
Chairman of Board, or President or any Vice President

Date: 29/05/2025

By: MCrisafulli  
Matt Crisafulli (May 2, 2025 19:17 PDT)

Print Name: Matthew Crisafulli

Title: CFO  
Secretary (of Corporation), or any Assistant Secretary,  
or Chief Financial Officer or any Assistant Treasurer

Date: 28/05/2025

Mailing Address:  
26565 West Agoura Road, Suite 200  
Calabasas, CA 91302

Phone No.: (404) 857-7179  
Contact: Arshya Vahabzadeh, MD

**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: Matt Hale Phone No.: (678) 690-7964	Exhibit B-1B
2. LocumTenens.com, LLC 2575 Northwinds Parkway Alpharetta, GA 30009 Attention: Kristopher Ware Phone No.: (678) 690-7358	Exhibit B-2
3. ExMed, Inc. 3500 West Olive Avenue, Suite 300 Burbank, CA 91505 Attention: Tony Rico, COO Phone No.: (801) 557-3380	Exhibit B-3
4. AMN Healthcare Locum Tenens Inc. (formerly DrWanted.com, LLC) 12400 High Bluff Drive, Suite 500 San Diego, CA 92130 Attention: Mark Zobrosky Phone No.: (404) 458-5631	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. Medical Doctor Associates, LLC DBA Cross Country Locums 6551 Park of Commerce Blvd Boca Raton, FL 33487 Attention: KiKi Tveitnes Phone No.: (214) 242-9375	Exhibit B-6

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	Exhibit B-7
8. Orbit Health, A Professional Corporation 26565 West Agoura Road, Suite 200 Calabasas, CA 91302 Attention: Arshya Vahabzadeh, MD Phone No.: (404) 857-7179	Exhibit B-8