

AMENDMENT II TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment II, is made and entered into this 20th day of June, 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.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 19-200, effective May 7, 2019, and Amendment I, identified as COUNTY Agreement No. 23-081, effective February 28, 2023, 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 parties now desire to amend the Agreement to memorialize these changes as stated below.

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

1. That the existing COUNTY Agreement No. 19-200, Section Three (3) on Page Four (4), Line Two (2), beginning with the word "This" and ending on Page Four (4), Line Seven (7), with the word "performance" be replaced as follows:

"This Agreement shall become effective upon execution through June 30, 2024. This Agreement may be extended for one (1) additional twelve (12) month period beginning on July 1, 2024 through June 30, 2025 with written approval of COUNTY and CONTRACTORS no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. COUNTY's DBH Director or designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTORS' satisfactory performance."

2. That the existing COUNTY Agreement No. 19-200, Section Five (5) on Page Six (6), Line Sixteen (16), beginning with the word "In" and ending on Page Six (6), Line Nineteen (19) with the word "Agreement" be replaced as follows:

"The maximum amount for the period of July 1, 2023 through June 30, 2024 shall not

1 exceed Seven Million and No/100 Dollars (\$7,000,000.00).

2 The Maximum amount for the period of July 1, 2024 through June 30, 2025 shall not
3 exceed Seven Million and No/100 Dollars (\$7,000,000.00).

4 In no event shall the maximum contract amount for the services provided by
5 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Fifty-
6 One Million, Five Hundred Thousand and No/100 Dollars (\$51,500,000.00) during the total term of the
7 Agreement.”

8 3. That all references in existing Agreement No. 23-081 to “Revised Exhibit A” shall be
9 deemed references to “Revised Exhibit A-1”, which is attached and incorporated by this reference.

10 4. That all references in existing Agreement No. 23-081 to “Exhibit B-1” shall be deemed
11 references to “Exhibit B-1A”, which is attached and incorporated by this reference.

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

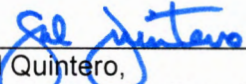
15 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
16 covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in
17 full force and effect. This Amendment II shall be effective upon execution.

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

3
4
5 **Please see attached signatures**

COUNTY OF FRESNO

6
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

20
21
22
23
24 **FOR ACCOUNTING USE ONLY:**
25 Fund/Subclass: 0001/10000
26 ORG No.: 56302999
27 56302175
28 56302246
Account No.: 7295/0

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

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

5
6 By: *Dana Massey*
7 Dana Massey (May 19, 2023 09:51 EDT)

8 Print Name: Dana Massey

9
10 Title: Division VP Government
11 Chairman of Board, or President or any Vice President

12 Date: 05/19/23

13
14
15 By: *Jay E Mitchell*
16 Jay E Mitchell (May 19, 2023 06:58 EDT)

17 Print Name: Jay E Mitchell

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

21 Date: 05/19/23

22
23 Mailing Address:
24 2655 Northwinds Parkway
25 Alpharetta, GA 30009

26 Phone No.: (770) 522-1890
27 Contact: Dana Massey

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


3
4 **EXMED, INC.**

5
6 By:  MD

7
8 Print Name: WILLIAM KULKA, MD

9
10 Title: PRESIDENT / OWNER
11 Chairman of Board, or President or any Vice President

12 Date: 5/10/2023

13
14 By: 

15
16 Print Name: ADAM EXUM

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


21 Date: 5/10/2023

22
23 Mailing Address:
24 4550 Kearny Villa Road, Suite 224
25 San Diego, CA 92123

26 Phone No.: (619) 665-3789
27 Contact: Adam Exum

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to
2 Agreement No. 19-200 as of the date first above set forth.
3

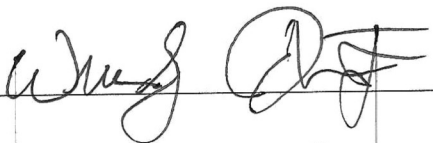
4 **DRWANTED.COM, LLC**

5
6 By: 

7
8 Print Name: Nathan Hancock

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

12 Date: 5/18/2023

13
14 By: 

15
16 Print Name: William Jacobus

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

21 Date: 5/18/23

22
23 Mailing Address:
24 4170 Ashford Dunwoody Road NE, Suite \$485
25 Atlanta, GA 30319

26 Phone No.: (678) 359-3136
27 Contact: Nate Hancock
28

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

3
4 **CURATIVE TALENT, LLC**

5 DocuSigned by:
6 By: Kim Hickingbotham
D31EC4910BD74E9

7
8 Print Name: Kim Hickingbotham

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

11 Date: 5/17/2023

12
13 DocuSigned by:
14 By: Jim Stone
FFC62F1B90E441D...

15
16 Print Name: Jim Stone

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

21 Date: 5/17/2023

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

25 Phone No.: (469) 202-4033
26 Contact: Kim Hickingbotham, Senior Vice President

27
28

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

3
4 **CROSS COUNTRY STAFFING, INC.**
5 **DBA CROSS COUNTRY LOCUMS**

6
7 By: _____
8 DocuSigned by:
Karen Mote
AC336672EC4A45C...

9 Print Name: _____ Karen Mote

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

12 Date: _____ 5/17/2023

13
14
15 By: _____
16 DocuSigned by:
Dario Hanic
613CC2EA48514F5...

17 Print Name: _____ Dario Hanic

18
19 Title: _____ CCL vice President of
20 Secretary (of Corporation), or any Assistant Secretary,
21 or Chief Financial Officer or any Assistant Treasurer

22 Date: _____ 5/17/2023

23
24 Mailing Address:
25 4775 Peachtree Industrial Blvd, #300
26 Berkeley Lake, GA 30092

27 Phone No.: (678) 231-7391
28 Contact: Sherrie Brutsman

**LOCUM TENENS SERVICES
LIST OF CONTRACTORS**

CONTRACTOR NAME	EXHIBIT REFERENCE
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

**Locum Tenens Services
Rates of Reimbursement**

Contractor: Jackson & Coker LocumTenens, 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>300-375</u>
	Nurse Practitioner: \$ <u>185-220</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>230-270</u>
	Nurse Practitioner: \$ <u>N/A</u>
	NP Supervision: \$ <u>325</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>300-395</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</u>
	Nurse Practitioner: \$ <u>N/A</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>1,650-2,062.50</u>
	Nurse Practitioner: \$ <u>N/A</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>450-562.50</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>450-562.50</u>
	Nurse Practitioner: \$ <u>N/A</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>45,000</u>
	Nurse Practitioner: \$ <u>N/A</u>