

AMENDMENT NO. 4 TO SERVICE AGREEMENT

This Amendment No. 4 to Amendment No. 23-592 is dated June 24, 2025 and is between each Contractor listed in Revised Exhibit A-3 ("Contractor(s)"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On January 7, 2020, the County and the Contractors entered into Master Agreement No. 20-015 ("Agreement"), as amended by County Agreement No. 23-082 (Amendment No. 1) effective February 28, 2023, County Agreement No. 23-306 (Amendment No. 2) effective June 20, 2023, and County Agreement No. 23-592 (Amendment No. 3) effective November 7, 2023 with Licensed Providers for the Provision of Telemedicine Services to deliver psychiatric services remotely through telehealth modalities to persons served.

B. The County and the Contractors now desire to further amend the Agreement to extend the term for an additional three (3) month base and optional three (3) month renewal term and increase the maximum compensation by Three Million, Eight Hundred Eighty-One Thousand, Two Hundred Eighty and No/100 Dollars (\$3,881,280.00).

The parties therefore agree as follows:

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

2. Section 4 of Amendment No. 2 (Agreement No. 23-306) beginning on Page 2, Line 9 and ending on Page 3, Line 7 is deleted in its entirety and replaced with the following:

A. Reimbursement to Contractors for scheduled service sessions shall be made in accordance with Contractors' corresponding Exhibit B sub-part "Rates of

Reimbursement” as indicated on Revised Exhibit A-3. It is agreed by all parties that the actual annual fiscal year rate increases listed in each Exhibit B sub-part shall reflect Consumer Price Index (CPI) rate that is released during the last month of the current fiscal year, not to exceed a maximum increase of four (4) percent from the previous fiscal year’s rate for each subsequent fiscal year throughout the contract period, not to exceed the maximum annual compensation amount identified below.

In no event shall services provided by all Contractor(s) pursuant to the Behavioral Health Plan (BHP), formerly known as Mental Health Plan (MHP), exceed a total amount of Three Million, Four Hundred Fifty-Two Thousand, Eight Hundred and No/100 Dollars (\$3,452,800.00) for the period of January 1, 2020 through June 30, 2020. In no event shall services provided by all Contractor(s) pursuant to the BHP exceed a total amount of Seven Million, Seventy-Two Thousand and No/100 Dollars (\$7,072,000.00) for the period of July 1, 2020 through June 30, 2021. In no event shall services provided by all Contractor(s) pursuant to the BHP exceed a total amount of Seven Million, Two Hundred Eighty-Eight Thousand, Three Hundred Twenty and No/100 Dollars (\$7,288,320.00) for the period of July 1, 2021 through June 30, 2022. In no event shall services provided by all Contractor(s) pursuant to the BHP exceed a total amount of Seven Million Five Hundred Twenty-Five Thousand Four Hundred Forty and No/100 Dollars (\$7,525,440.00) for the period of July 1, 2022 through June 30, 2023. In no event shall services provided by all Contractor(s) pursuant to the BHP exceed a total amount of Seven Million, Seven Hundred Sixty-Two Thousand, Five Hundred Sixty and No/100 Dollars (\$7,762,560.00) for the period of July 1, 2023 through June 30, 2024. In no event shall services provided by all Contractor(s) pursuant to the BHP exceed a total amount of Seven Million, Seven Hundred Sixty-Two Thousand, Five Hundred Sixty and No/100 Dollars (\$7,762,560.00) for the period of July 1, 2024 through June 30,

2025. In no event shall services provided by all Contractor(s) pursuant to the BHP exceed a total amount of One Million, Nine Hundred Forty Thousand, Six Hundred Forty and No/100 Dollars (\$1,940,640.00) for the period of July 1, 2025 through September 30, 2025. In no event shall services provided by all Contractor(s) pursuant to the BHP exceed a total amount of One Million, Nine Hundred Forty Thousand, Six Hundred Forty and No/100 Dollars (\$1,940,640.00) for the period of October 1, 2025 through December 31, 2025. The maximum amount payable under this Agreement throughout the entire term of this Agreement is Forty-Four Million, Seven Hundred Forty-Four Thousand, Nine Hundred Sixty and No/100 Dollars (\$44,744,960.00).”

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

4. The Contractor represents and warrants to the County that:

- a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.
- b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.

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

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

1 Amendment for all purposes, including but not limited to evidentiary proof in any
2 administrative or judicial proceeding, and (2) has the same force and effect as the
3 valid original handwritten signature of that person.

4 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
6 2, Title 2.5, beginning with section 1633.1).

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

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

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

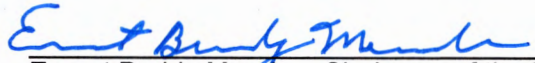
15 7. The Agreement as previously amended and as amended by this Amendment No. 4 is
16 ratified and continued. All provisions of the Agreement as previously amended and not
17 amended by this Amendment No. 4 remain in full force and effect.

18 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 4 on the date stated in the introductory
2 clause.

3 Please see attached signatures


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

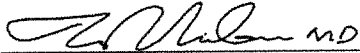
12 By: 
13 Deputy

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
22
23
24
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
2 No. 20-015 as of the date first above set forth.

3
4 **THOMAS MILAM MD, INC.**
5 **dba IRIS TELEHEALTH MEDICAL GROUP**

6
7 By:  MD

8
9 Print Name: Thomas Milam

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

12 Date: 05/27/2025

13
14
15 By: 

16
17 Print Name: Caroline Burton

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

22 Date: 05/28/2025

23
24 Mailing Address:
25 13740 N. Highway 183, Ste L2 #221
26 Austin, TX 78750

27 Phone No.: (888) 285-2269
28 Contact: Thomas Milam, MD

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
2 No. 20-015 as of the date first above set forth.
3

4 **DR. JOHN L. SCHAEFFER, INC.,**
5 **dba AMERICAN TELEPSYCHIATRISTS**

6
7 By: 

8
9 Print Name: John Schaeffer

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

12 Date: 5/20/25
13

14
15 By: 

16
17 Print Name: Sheryl Ikeda
18

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


22 Date: 5/20/25
23

24 Mailing Address:
25 3308 El Camino Ave, #300-136
26 Sacramento, CA 95821

27 Phone No.: (916) 320-4422
28 Contact: Dr. John L. Schaeffer

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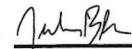
3
4 **TRADITIONS PSYCHIATRY GROUP, PC**
5 **DBA TRADITIONS BEHAVIORAL HEALTH**

6
7 By:  _____
David Spaccarelli (May 22, 2025 13:45 EDT)

8 Print Name: David Spaccarelli

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

12 Date: 05/22/2025

13
14 By:  _____

15
16 Print Name: Julianne Bharucha

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

20 Date: 05/22/2025

21
22 Mailing Address:
23 900 Larkspur Landing Circle, Ste 160
24 Larkspur, CA 94939

25 Phone No.: (513) 289-9006
26 Contact: David Spaccarelli
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
2 No. 20-015 as of the date first above set forth.

3
4 **LOCUMTENENS.COM, LLC**

5
6 Zach Richardson
7 By: Zach Richardson (May 22, 2025 15:59 EDT)

8 Print Name: Zach Richardson

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

12 Date: 05/22/2025

13
14 Leslie Kurtz
15 By: _____

16 Print Name: Leslie Kurtz

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

21 Date: 05/22/2025

22
23 Mailing Address:
24 2575 Northwinds Parkway
25 Alpharetta, GA 30009

26 Phone No.: (678) 690-7358
27 Contact: Kristophor Ware
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
2 No. 20-015 as of the date first above set forth.

3
4 **EXMED, INC.**

5
6 By: William Kulka, MD

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,
18 or Chief Financial Officer or any Assistant Treasurer

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
26
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
2 No. 20-015 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
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
2 No. 20-015 as of the date first above set forth.
3

4 **AB STAFFING SOLUTIONS, LLC**

5 By: 
6

7 Print Name: Vony Middlebrooks
8

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

11 Date: 5/28/2025
12

13
14 By: Samuel Shelton

15
16 Print Name: Samuel Shelton

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

20 Date: 05-28-2025
21

22
23 Mailing Address:
24 3451 S. Mercy Road
Gilbert, AZ 85297

25 Phone No.: (480) 626-0830
26 Contact: Samuel Shelton, Chief Sales Officer

27 Phone No.: (480) 626-0805
28 Contact: Vony Middlebrooks, Senior Vice President of Recruitment

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
No. 20-015 as of the date first above set forth.

CURATIVE TALENT, LLC

Signed by:
By: Blake Bear
BE8E282E0F6E43A...

Print Name: Blake Bear

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

Date: 5/28/2025

DocuSigned by:
By: Jonathan Marsh
C3556E787D804C3...

Print Name: Jonathan Marsh

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

Date: 5/29/2025

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

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

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
2 No. 20-015 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
11 Chairman of Board, or President or any Vice President

12 Date: 5/26/25

13
14 By: Camron Matschek

15
16 Print Name: Camron Matschek

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

21 Date: 5/26/25

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
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to Agreement
2 No. 20-015 as of the date first above set forth.
3

4 **ORBIT HEALTH, A PROFESSIONAL CORPORATION**

5 By: Edward Kaftarian, MD
6 Edward Kaftarian, MD (May 29, 2025 06:42 PDT)

7 Print Name: Edward Kaftarian, MD

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

10 Date: 29/05/2025
11

12
13 By: MC Crisafulli
14 Matt Crisafulli (May 29, 2025 10:20 PDT)

15 Print Name: Matthew Crisafulli

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

19 Date: 28/05/2025
20

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

24 Phone No.: (404) 857-7179
25 Contact: Arshya Vahabzadeh, MD
26
27
28

**TELEMEDICINE SERVICES
LIST OF CONTRACTORS**

CONTRACTOR NAME	RATES OF REIMBURSEMENT (Exhibit B sub-part)
1. Thomas Milam MD, Inc. DBA Iris Telehealth Medical Group 13740 N. Highway 183 Ste, L2 #221 Austin, TX 78750 Attention: Thomas Milam, MD Phone No.: (888) 285-2269	Revised Exhibit B-1B
2. John L. Schaeffer, Inc. DBA American Telepsychiatrists 3308 El Camino Ave, #300-136 Sacramento, CA 95821 Attention: John L. Schaeffer, DO Phone No.: (916) 320-4422	Revised Exhibit B-2B
3. Traditions Psychiatry Group, Inc. DBA Traditions Behavioral Health 900 Larkspur Landing Circle, Ste 285 Larkspur, CA 94939 Attention: David Spaccarelli Phone No.: (513) 289-9006	Revised Exhibit B-3A
4. LocumTenens.com LLC 2575 Northwinds Parkway Alpharetta, GA 30009 Attention: Kristopher Ware Phone No.: (678) 690-7358	Revised Exhibit B-4A
5. ExMed, Inc. 3500 West Olive Avenue, Suite 300 Burbank, CA 91505 Attention: Tony Rico, COO Phone No.: (801) 557-3380	Revised Exhibit B-5A
6. 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	Revised Exhibit B-6A

7. AB Staffing Solutions, LLC 3451 S. Mercy Road, Suite 102 Gilbert, AZ 85297 Attention: Samuel Shelton, Chief Sales Officer Phone No.: (480) 626-0830	Revised Exhibit B-7A
8. Curative Talent, LLC 370 Las Colinas Blvd W STE 104 Irving, TX 75039 Attention: Kim Hickingbotham Phone No.: (866) 995-6077	Revised Exhibit B-8A
9. Lavaca Street Ventures, LLC DBA Monroe & Weisbrod, LLC 7514 N. Mopac Expressway, Suite 200 Austin, TX 78731 Attention: Celeste Madison Phone No.: (512) 270-2886	Revised Exhibit B-9A
10. Orbit Health, A Professional Corporation 26565 West Agoura Road, Suite 200 Calabasas, CA 91302 Attention: Arshya Vahabzadeh, MD Phone No.: (404) 857-7179	Revised Exhibit B-10A