

AMENDMENT NO. 5 TO SERVICE AGREEMENT

This Amendment No. 5 to Amendment No. 24-615 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 May 7, 2019, the County and the Contractors entered into Master Agreement No. 19-200 ("Agreement") for Locum Tenens Psychiatric Services, as amended by County Agreement No. 23-081 (Amendment No.1) effective February 28, 2023, County Agreement No. 23-305 (Amendment No 2.) effective June 20, 2023, and County Agreement No.23-591 (Amendment No. 3) effective November 7, 2023, and County Agreement No. 24-615 (Amendment No. 4) effective December 3, 2024 for psychiatric services delivered to person served from County-operated clinics.

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

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

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.
28

- 1 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
2 equivalent to a valid original handwritten signature of the person signing this
3 Amendment for all purposes, including but not limited to evidentiary proof in any
4 administrative or judicial proceeding, and (2) has the same force and effect as the
5 valid original handwritten signature of that person.
- 6 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
7 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
8 2, Title 2.5, beginning with section 1633.1).
- 9 d. Each party using a digital signature represents that it has undertaken and satisfied
10 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
11 through (5), and agrees that each other party may rely upon that representation.
- 12 e. This Amendment is not conditioned upon the parties conducting the transactions
13 under it by electronic means and either party may sign this Amendment with an
14 original handwritten signature.

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

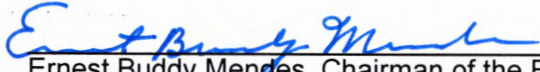
17 8. The Agreement as previously amended and as amended by this Amendment No. 5 is
18 ratified and continued. All provisions of the Agreement as previously amended and not
19 amended by this Amendment No. 5 remain in full force and effect.

20 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 5 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
25
26
27
28

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
26
27
28

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

11 Date: 05/27/2025

12
13 By: Leslie Kurtz

14
15 Print Name: Leslie Kurtz

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

19 Date: 05/27/2025

20
21 Mailing Address:
22 2575 Northwinds Parkway
23 Alpharetta, GA 30009

24 Phone No.: (678) 690-7358
25 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
7 William Kulka, MD (May 22, 2025 00:06 PDT)

8 Print Name: William Kulka, MD

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

12 Date: 05/21/2025

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

16 Print Name: Tony Rico

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

20 Date: 05/21/2025

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

25 Phone No.: (801) 557-3380
26 Contact: Tony Rico, COO
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement
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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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to Agreement
No. 19-200 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

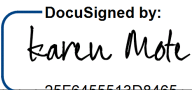
Date: 5/29/2025

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

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

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

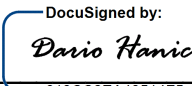
**MEDICAL DOCTOR ASSOCIATES, LLC
DBA CROSS COUNTRY LOCUMS**

By:  DocuSigned by:
25F6455513D8465...

Print Name: Karen Mote

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

Date: 5/28/2025

By:  DocuSigned by:
613CC2EA48514F5...

Print Name: Dario Hanic

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

Date: 5/28/2025

Mailing Address:
6551 Park of Commerce Blvd.
Boca Raton, FL 33487

Phone No.: (214) 242-9375
Contact: KiKi Tveitnes

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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 By: Cameron Matschek

14
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 Mailing Address:

22 7514 N. Mopac Expressway, Suite 200
23 Austin, TX 78731

24 Phone No.: (512) 270-2886

25 Contact: Celeste Madison
26
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: MCrisa
Matt Crisafulli (May 28, 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