

**NAPA COUNTY AGREEMENT NO. 170436B  
AMENDMENT NO. 8**

**THIS AMENDMENT NO. 8 TO AGREEMENT NO. 170436B** is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as "COUNTY" and **JACKSON & COKER LOCUM TENENS, LLC.**, whose mailing address is 2655 Northwind Parkway, Alpharetta, GA 30009, hereinafter referred to as **CONTRACTOR.**" COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on or about July 26, 2005, COUNTY entered into Napa County Agreement No. 6391-2 (hereinafter referred to as the "Agreement") with JC Nationwide, Inc. to provide licensed psychiatric services for the Mental Health Programs of its Health and Human Services Agency; and

**WHEREAS**, on or about May 25, 2006, the COUNTY received notification that Jackson HealthCare Solutions, under its corporate name Jackson and Coker Locum Tenens, LLC, dba Jackson & Coker, purchased the assets and corporation of JC Nationwide; and

**WHEREAS**, on or about June 26, 2006, the Director of Health and Human Services consented to the assignment of Napa County Agreement No. 6391-2 to Jackson HealthCare Solutions, under its corporate name of Jackson & Coker Locum Tenens, LLC, dba Jackson & Coker; and

**WHEREAS**, on or about May 11, 2010 the Parties amended the Agreement to incorporate Specific Terms and Conditions 3.6 and 3.7 to modify paragraphs 2.5-Independent Contractor and 2.7-Insurance of the General Terms and Conditions of the Agreement; and

**WHEREAS**, on or about September 13, 2010, the Parties amended the Agreement to incorporate Addendum 1 to the Compensation exhibit (Exhibit B) to increase the daily rates of the CONTRACTOR commencing in FY 2010-2011; and

**WHEREAS**, on or about January 28, 2013, the Parties amended the Agreement to increase the maximum compensation payable to CONTRACTOR commencing in Fiscal Year 2012-2013, and incorporated Addendum 2 to the Compensation exhibit (Exhibit B) to increase the daily rates of the CONTRACTOR commencing in FY 2012-2013; and

**WHEREAS**, on or about June 1, 2016, the Parties amended the Agreement to incorporate the Specific Terms and Conditions 3.8 to modify paragraph 2.8 Hold Harmless/Defense/Indemnification, and incorporate Addendum 3 to the Compensation exhibit (Exhibit B) to increase the hourly rates of the CONTRACTOR commencing in FY 2016-2017; and

**WHEREAS**, on or about May 17, 2017, the Parties amended the Agreement ("Amendment No. 5") to increase the maximum dollar amount commencing in Fiscal Year 2016-2017, and each automatic renewal thereof; and

**WHEREAS**, on or about July 31, 2019, the Parties amended the Agreement (“Amendment No. 6”) to incorporate Addendum 4 to the Compensation exhibit (Exhibit B) to increase the hourly rates of the CONTRACTOR commencing in FY 2019-2020; and

**WHEREAS**, the Parties amended the Agreement to increase the maximum dollar amount commencing in FY 2020-2021 and to incorporate Specific Terms and Conditions 3.9 to delegate authority to the Director of Health and Human Services to approve future amendments to Exhibits A and B, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under the Agreement; and

**WHEREAS**, as of the effective date of this Amendment No. 8, the Parties wish to amend the Agreement to increase the contract maximum dollar amount and incorporate Addendum 5 to the Compensation exhibit (Exhibit B) to increase the hourly rates of CONTRACTOR commencing in Fiscal Year 2021-2022, and each automatic renewal thereof.

### **TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **NINE HUNDRED THOUSAND DOLLARS (\$900,000.00)** of which \$225,000.00 is increased by virtue of the Amendment No. 8; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit “B” shall include “Addendum 5 to Exhibit B”, attached hereto and incorporated by reference herein and all references in the Agreement to Exhibit “B” shall include “Addendum 5 to Exhibit “B” as of the effective date of Amendment No. 8.
3. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 8 to Napa County Agreement No. 170436B as of the date first written above.

JACKSON & COKER LOCUM TENENS, LLC,  
dba JACKSON & COKER

By **Signature:**   
DANA MASSEY  
Division Vice President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
RYAN GREGORY  
Chair of the Board of Supervisors

“COUNTY”

|                                                                                                                                      |                                                                                                                                                          |                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e-<br/>signature)</p> <p>Date: May 4, 2022</p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

## **ADDENDUM 5 TO EXHIBIT B**

### **COMPENSATION**

**July 1, 2021 through June 30, 2022**

**(and each automatic renewal)**

1. Payment Provision: COUNTY shall compensate CONTRACTOR at the all-inclusive hourly rate specified herein for locum tenens services actually provided, not to exceed the contract maximum identified on Page one (1) of the Agreement. The hourly rate is based on a minimum of eight (8) work hours per regular workday.

Rates will be effective on the date the BOS approves this amendment. After said date the daily rate for locum tenens services shall be as follows:

| <u>Locum Tenens Service Description:</u> | <u>Hourly Rate</u> |
|------------------------------------------|--------------------|
| Adult Services Psychiatrist              | Up to \$289.00/hr  |
| Child Services Psychiatrist              | Up to \$309.00/hr  |

CONTRACTOR shall submit claims as described in Paragraph 2.4(a) of the General Terms and Conditions. All claims submitted for reimbursement of locum tenens services shall be accompanied by an itemized record of time worked, approved by the COUNTY Mental Health Director or designee.

CONTRACTOR and its agents shall be solely responsible for all travel, lodging, and other expenses incurred as a result of the provision of services under this agreement.

2. Placement Fee. The placement fee for recruitment services shall be \$45,000.00. All fees are due and payable to CONTRACTOR upon working agreement reached between COUNTY and a candidate of CONTRACTOR. COUNTY shall notify CONTRACTOR within five (5) business days after reaching a working agreement with any candidate identified by CONTRACTOR.
3. Refund Amount. If a physician leaves prior to six (6) months, CONTRACTOR shall refund the entire placement fee or recruit a replacement candidate within ninety (90) days for no additional charge.