

**NAPA COUNTY AGREEMENT NO. 170436B
AMENDMENT NO. 9**

THIS AMENDMENT NO. 9 TO AGREEMENT NO. 170436B (formerly 6391-2) is effective as of this 4th day of March, 2024, 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 Northwinds 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 (Amendment No. 1) 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 (Amendment No. 2) 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 (Amendment No.3) 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 (Amendment No.4) 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 (Amendment No. 7) 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, on or about May 17, 2022, the Parties amended the Agreement (Amendment No. 8) 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; and

WHEREAS, as of the effective date of this Amendment No. 9, the Parties wish to further amend the Agreement to increase the contract maximum dollar amount and incorporate Addendum 6 to the Compensation exhibit (Exhibit B) to increase the hourly rates of CONTRACTOR commencing in Fiscal Year 2023-2024, 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 **ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000.00)** of which One Hundred Fifty Thousand Dollars (**\$150,000.00**) is increased by virtue of this Amendment No. 9; 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 6 to Exhibit B", attached hereto and incorporated by reference herein and all references in the Agreement to Exhibit "B" shall include "Addendum 6 to Exhibit "B" as of the effective date of Amendment No. 9.
3. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to Napa County Agreement No. 170436B as of the date first written above.

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

By: Matt Hale
Matt Hale (Mar 12, 2024 14:44 EDT)
MATT HALE
Senior Vice President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
JOELLE GALLAGHER
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jo Ann Iwasaki Parker.</u> Deputy County Counsel, by e-signature</p> <p>Date: March 7, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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ADDENDUM 6 TO EXHIBIT B

COMPENSATION

March 1, 2024 through June 30, 2024

(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.

The daily rate for locum tenens services shall be as follows:

<u>Locum Tenens Service Description:</u>	<u>Hourly Rate</u>
Adult Psychiatrist	Up to \$320.00/hr
Adult MAT Psychiatrist	Up to \$325.00/hr
Child Psychiatrist	Up to \$330.00/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.