

**AMENDMENT #5 TO VENTURA COUNTY
CONTRACT No. 8449 For
Supplemental Staffing Services**

The County of Ventura (County) and AB Staffing Solutions, LLC hereby agree that the agreement identified as Ventura County Contract No.8449 previously entered into by the parties (Contract) is amended, effective July 1, 2023, as follows:

1. Replace Schedule "A" in its entirety with the attached Schedule "A V2" effective July 1, 2023.

All other terms and conditions of the Contract, as amended, remain the same.

Client: County of Ventura

AB Staffing Solutions, LLC

By: _____
County of Ventura Authorized Representative

By: _____
Evan Burks, President

Date: _____

Date: _____

Schedule A V2 – Rate Schedule Effective July 1, 2023

| Position | Hourly Rate Not to Exceed |
|-----------------|---------------------------|
| DOU RN | \$150 |
| ED RN | \$150 |
| ICU RN | \$150 |
| L&D RN | \$150 |
| Med Surg RN | \$150 |
| Tele RN | \$150 |
| NA / CAN or MOA | \$60 |
| NICU RN | \$150 |
| OR RN | \$150 |
| OR Tech | \$120 |
| PACU RN | \$100 |
| IR RN | \$150 |
| GI / Endo RN | \$150 |
| GI / Endo Tech | \$100 |
| PEDs RN | \$150 |
| PICU RN | \$150 |
| PSYCH / CSU RN | \$150 |
| PSYCH Float RN | \$150 |
| SPD Tech | \$65 |

All rates stated in the Agreement are all-inclusive and include, but is not limited to: recruitment fees, travel reimbursement, lodging reimbursement, meal & incidental expense per diem reimbursement and compensation for Contractor Staff.

- 1.1 **Overtime.** Overtime pay rate is equal to one and one-half (1.5) times the regular rate for applicable shift for hours worked over forty (40) within a designed workweek. For regular scheduled shifts of twelve (12) hours, overtime pay rate will not apply for work in excess of twelve (12) hours per shift unless the hours exceed forty (40) hours within a designed workweek.
- 1.2 **Holidays.** Work performed on New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be invoiced at a premium Holiday rate of one and one-half (1.5) times the regular rate. Holidays will be the twenty-four hours beginning at midnight of the holiday and end at 11:59 PM of the holiday.
- 1.3 **Standby Premium Pay.** County will pay for “scheduled/formal standby” hours, defined as hours where the Staff is not required to stay on the facility’s premises, at the rate not to exceed nine dollars (\$9.00) per hour, unless applicable law mandates otherwise, in which case County will pay for such hours in accordance with applicable law. If Staff is called back to work for County while serving in a “scheduled/formal standby” capacity, the “scheduled/formal standby” charge will cease, and Client will instead pay Contractor the applicable rate for the duration of the call-back period. The minimum call-back period is two (2) hours. No Staff shall be paid for call-back time and “scheduled/formal standby” simultaneously. There is no “volunteer standby” status. Call-back

Premium Pay will be one and one-half (1.5) times the regular rate.

- 1.4 **Missed Meal or Break Premium Pay.** A Staff who misses a meal break or rest break is entitled to an additional hour of pay at the regular rate of pay for each break missed up to a maximum of two (2) hours of additional pay on any given day.
- 1.5 **Minimum Work Week.** For Staff confirmed for twelve-hour (12-hour) shifts, County will provide Staff a minimum of thirty-six (36) scheduled hours per week. However, County may flex-down or cancel one (1) shift per Staff with a two (2) week reporting period. The guaranteed minimum work week calculation includes regular and overtime hours worked but does not include any “on-call” time. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with Holidays and weeks during which there may be unit closures for all or any portion of such week. Should County not provide a Staff the minimum hours, County will be invoiced and shall pay the applicable rate set forth above for all hours below the minimum for such Staff. County does not pay for shifts when Staff calls out sick, and the hours reported as sick will be applied to calculate the minimum work week. If County has an available make-up shift, it may be offered to the Staff to make up for the hours missed while sick.
- 1.6 **Overstaffing.** Contractor will cancel agency personnel at County’s request for overstaffing with at least seven (7) days written notice without a penalty to County.
- 1.7 **Orientation.** County will provide Staff with orientation in accordance with the standards of The Joint Commission and County’s policies. All time spent by travel Staff in County-provided or required orientation is billable.
- 1.8 The following Conversion Fees apply to Direct Client Employment, as defined in this Agreement:

| Conversion Rate - % of First Year Earnings pursuant to Direct Client Employment | Straight Time Hours Worked and Billed to Client by Contractor Prior to Direct Client Employment |
|--|--|
| 25% | Introduction – 520 hours |
| 15% | 521 hours – 1040 hours |
| 7.5% | 1041 hours + |