

**AMENDMENT # 3 TO VENTURA COUNTY
CONTRACT # 9048
SUPPLEMENTAL STAFFING SERVICES**

This Third amendment to "Supplemental Staffing Agreement" identified as Ventura County Contract No. 9048 (the "**Agreement**") is made and entered into by and between the County of Ventura ("**County**") and Aya Healthcare, Inc. ("**Contractor**") (each a "**Party**" and collectively the "**Parties**").

Agreement

The Parties hereby agree that the referenced Agreement is amended effective October 1, 2023, as follows:

1. Replace Schedule "A" in its entirety with the attached Schedule "A".

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Amendment on the dates written below:

COUNTY OF VENTURA

Signature

Printed Name

Title

Date

Aya Healthcare, Inc.

Authorized Signature

Printed Name

Title

Date

Authorized Signature

Printed Name

Title

Date

**Schedule A – Rate Schedule
Effective October 1, 2023**

Schedule A – MA03 – Nursing

Schedule A – MA04 – Lab

Schedule A – MA05 - Other

Schedule A-MA03 – Nursing

Contractor shall provide the following Staff, at the following rates:

Nursing Category	All-Inclusive Maximum Hourly Rate	Maximum Hourly Rate
Daily registry	\$135.00	N/A
Licensed Clinical Social Worker	\$115.00	N/A
Locum	\$360.00	N/A
Medical Assistant (MA03)	\$70.00	N/A
Medical Office Assistant II	\$50.00	N/A
Monitor Technician	\$80.00	N/A
Non-nursing clinical	\$140.00	N/A
Sterile Processing Technician	\$70.00	N/A
Surgical Technician	\$110.00	N/A
Traveler RN	\$150.00	N/A

All rates stated above are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Staff. County acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("IRC") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Contractor or the applicable employer will provide County with sufficient substantiation of any such reimbursement in accordance with IRC § 274(d).

1. Rate Rules for 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 **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.
- 1.6 **Conversion/Placement Fee Stipulation.** The following Conversion Fees apply to Direct Client Employment, as defined in Section 3.4 of the Agreement:

Conversion Rate - % of First Year Earnings pursuant to Direct Client Employment	Straight Time Hours Worked and Billed to County by Contractor Prior to Direct Client Employment
20% of first year salary, waived after completion of 13-week assignment	468 hours

*Conversion fee will be waved when contractor is provided directly by Ventura County

- 1.7 **Charge.** Work performed by clinical Staff when working in a Charge Nurse capacity will be billed at the applicable rate plus \$5.00 per hour.
2. **Short Term Staff (Per Diem/Daily Registry Staff):** For Staff appointed for per diem/daily registry engagements the following terms and conditions apply:
 - 2.1 **Cancellation Policy.** Contractor and County agree to a two (2) hour cancellation policy. If County cancels a scheduled shift less than two (2) hours prior to the start of the shift or with less than two (2) hours' notice during the shift, County will be billed for two (2) hours plus any time worked.
 - 2.2 **"Late Call".** When County requests Staff less than one (1) hour prior to the scheduled start of a shift, County will be billed for that Staff from the scheduled start of the shift, provided Staff actually reports to and commences work within one (1) hour of the start of the shift. If Staff actually reports to and commences work later than one (1) hour of the start of the shift, County will only be billed for all actual hours worked. If Staff is requested after the start of the shift, County will be billed for that Staff from the time the request was made, provided Staff actually reports to and commences work within one (1) hour of the time of the request.
 - 2.3 **"In-Shift Cancellation".** If Staff is no longer needed by County after reporting for work, they may be called off by County. If Staff is called off by County, County shall be billed for the actual number of hours worked by Staff or four (4) hours, whichever is greater, per the rate structure applicable to that Staff.
3. **Long Term Staff (Travel RN Staff):** For Staff appointed for travel RN engagements the following terms and conditions apply:
 - 3.1 **Minimum Work Week.** For Staff confirmed for twelve-hour (12-hour) shifts, (10-hour) shifts, or (8-Hour) shifts, County will provide Staff a minimum of thirty-six (36) scheduled hours per week or 40 hours per week for 8- or 10-hour worker(s). 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.
 - 3.2 **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.

Schedule A-MA04 – Lab

Contractor shall provide the following Staff, at the following rates:

Lab Category	All-Inclusive Maximum Hourly Rate	Maximum Hourly Rate
Clinical Laboratory Scientist	\$130.00	N/A
Histologist	\$100.00	N/A
Medical Laboratory Technician	\$80.00	N/A
Phlebotomist	\$75.00	N/A

All rates stated above are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Staff. County acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("IRC") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Contractor or the applicable employer will provide County with sufficient substantiation of any such reimbursement in accordance with IRC § 274(d).

1. Rate Rules for 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 **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.
- 1.6 **Conversion/Placement Fee Stipulation.** The following Conversion Fees apply to Direct Client Employment, as defined in Section 3.4 of the Agreement:

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*Conversion fee will be waved when contractor is provided directly by Ventura County

2. **Short Term Staff (Per Diem/Daily Registry Staff):** For Staff appointed for per diem/daily registry engagements the following terms and conditions apply:
 - 2.1 **Cancellation Policy.** Contractor and County agree to a two (2) hour cancellation policy. If County cancels a scheduled shift less than two (2) hours prior to the start of the shift or with less than two (2) hours' notice during the shift, County will be billed for two (2) hours plus any time worked.
 - 2.2 **"Late Call".** When County requests Staff less than one (1) hour prior to the scheduled start of a shift, County will be billed for that Staff from the scheduled start of the shift, provided Staff actually reports to and commences work within one (1) hour of the start of the shift. If Staff actually reports to and commences work later than one (1) hour of the start of the shift, County will only be billed for all actual hours worked. If Staff is requested after the start of the shift, County will be billed for that Staff from the time the request was made, provided Staff actually reports to and commences work within one (1) hour of the time of the request.
 - 2.3 **"In-Shift Cancellation".** If Staff is no longer needed by County after reporting for work, they may be called off by County. If Staff is called off by County, County shall be billed for the actual number of hours worked by Staff or four (4) hours, whichever is greater, per the rate structure applicable to that Staff.
3. **Long Term Staff (Travel Staff):** For Staff appointed for travel engagements the following terms and conditions apply:
 - 3.1 **Minimum Work Week.** For Staff confirmed for twelve-hour (12-hour) shifts, (10-hour) shifts, or (8-Hour) shifts, County will provide Staff a minimum of thirty-six (36) scheduled hours per week or 40 hours per week for 8- or 10-hour worker(s). 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.
 - 3.2 **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.

Schedule A-MA05 – Other

Contractor shall provide the following Staff, at the following rates:

Other Category	All-Inclusive Maximum Hourly Rate	Maximum Hourly Rate
Admin Assistant	\$48.00	N/A
Cancer Registrar	\$80.00	N/A
Clinical Research Coordinator	\$85.00	N/A
Cook	\$40.00	N/A
CT (Computed Tomography) Technologist	\$130.00	N/A
Data Analyst	\$95.00	N/A
Diagnostic Technician (EKG, EEG)	\$95.00	N/A
Echocardiograph Technologist/Cardiac Sonographer	\$150.00	N/A
Epic Trainer	\$135.00	N/A
EVS/Custodian	\$38.00	N/A
Financial Analyst	\$80.00	N/A
Food Service Worker	\$38.00	N/A
General Radiology Technologist	\$125.00	N/A
Interventional Radiology Technologist	\$135.00	N/A
IT Project Manager	\$115.00	N/A
Mammography Technologist	\$125.00	N/A
Medical Biller	\$43.00	N/A
Medical Coder	\$50.00	N/A
Medical Office Assistant (MA05)	\$50.00	N/A
Medical Transcriber	\$48.00	N/A
MRI (Magnetic Resonance Imaging) Technologist	\$140.00	N/A
Nuclear Medicine Technologist	\$140.00	N/A
Occupational Therapist	\$115.00	N/A
Occupational Therapy Assistant	\$95.00	N/A
Patient Access Specialist/Patient Services Rep	\$47.00	N/A
Patient Registrar	\$45.00	N/A
Pharmacist	\$140.00	N/A
Pharmacy Technician	\$75.00	N/A
Physical Therapist	\$115.00	N/A
Physical Therapy Aide	\$65.00	N/A
Physical Therapy Assistant	\$95.00	N/A

Other Category	All-Inclusive Maximum Hourly Rate	Maximum Hourly Rate
Registered Dietician	\$95.00	N/A
Rehab Aide	\$75.00	N/A
Respiratory Therapist	\$125.00	N/A
Revenue Cycle Specialist	\$90.00	N/A
Speech Language Pathologist	\$120.00	N/A
Systems Analyst	\$95.00	N/A
Trauma Registrar	\$80.00	N/A
Ultrasound Technologist	\$135.00	N/A

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