

AMENDMENT #5
TO COUNTY OF VENTURA CONTRACT #8693 To
Provide Temporary Nursing Staffing Services

The County of Ventura (County) and MLee Healthcare Staffing and Recruitment Inc. dba McCall and Lee, LLC hereby agree that the agreement identified as County of Ventura Contract #8693 previously entered into by the parties (Contract) is amended, effective July 1, 2023 as follows:

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

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

COUNTY OF VENTURA

MLEE HEALTHCARE STAFFING AND RECRUITMENT INC.
DBA MCCALL AND LEE, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A V2 - Effective July 1, 2023

Position	Hourly Rate Not to Exceed
DOU RN	\$150
ED RN	\$150
ICU RN	\$150
L&D RN	\$145
Med Surg RN	\$145
Tele RN	\$145
NA / CAN or MOA	\$145
NICU RN	\$150
OR RN	\$145
OR Tech	\$145
PACU RN	\$145
IR RN	\$150
GI / Endo RN	\$145
GI / Endo Tech	\$110
PEDs RN	\$110
PICU RN	\$150
PSYCH / CSU RN	\$110
PSYCH Float RN	\$110
SPD Tech	\$110

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 County Employment	Straight Time Hours Worked and Billed to County by Contractor Prior to Direct County Employment
25%	Introduction – 520 hours
15%	521 hours – 1040 hours
7.5%	1041 hours +

Fees; Invoicing; Payment Terms.

1. All-inclusive hourly rates, representing the entire rate to be charged to County for Staff provided by Contractor, are set forth above. Notwithstanding the foregoing, any sales tax, gross receipt tax, business and organization tax, excise tax, or other similar tax imposed by any governmental jurisdiction will be charged to the County in addition to the hourly rate set forth on Schedule A. The Rate Schedule is not subject to adjustment unless agreed upon by both Parties in writing. Pricing is subject to renegotiation when either Party initiates negotiations; however, during such negotiations, the most recent Rate Schedule shall remain in effect until a new structure is agreed upon in writing and approved by the County Board of Supervisors.
2. Contractor will invoice County on a weekly basis for the Services provided under this Agreement. Invoices shall be remitted to County by email to VCMC.AccountsPayable@ventura.org which mode of transmission and/or address may be changed by County upon written notice, in accordance with the County registry invoice validation process.
3. Payment is due upon receipt of a valid and correct invoice. All payments shall be in U.S. Dollars. Invoices that are not paid within thirty (30) days of the date of such invoice will be considered past due. County agrees that Contractor may discontinue an assignment at any time, in its sole discretion, should County not timely remit payment based on the terms of payment set forth in this Agreement.
4. County agrees that in the event any Staff assigned by Contractor to County becomes employed, directly or indirectly, by County or any affiliate or related party of County, or provides services of any kind through any third party at the facility such Staff was assigned to by Contractor, other than pursuant to the terms of this Agreement, (collectively “**Direct County Employment**”), then County will pay Contractor a conversion fee (“**Conversion Fee**”) based on the Conversion Fee tables set forth above. Should Staff for which County must pay a Conversion Fee to Contractor pursuant to this Section 4 leave voluntarily or be terminated for just

cause within the first ninety (90) days of Direct County Employment, the Conversion Fee(s) shall be refunded on a pro-rata basis. Otherwise, there will be no adjustment in any Conversion Fee.