

**AMENDMENT # 14 TO VENTURA COUNTY  
CONTRACT # 7320  
TEMPORARY, SUPPLEMENTAL NURSING PERSONNEL SERVICES**

The County of Ventura (County) and Aya Healthcare, Inc. hereby agree that the agreement identified as Ventura County Contract No. 7320 previously entered into by the parties is amended, effective November 1, 2022, as follows:

1. Replace "Addendum A-2" in its entirety with the attached "Addendum A-2 dated November 1, 2022"

All other terms and conditions remain the same.

**COUNTY OF VENTURA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

**Aya Healthcare, Inc.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

**Addendum A-2 dated November 1, 2022**

| <b>Health Professional</b>        | <b>Revised Rate – Effective<br/>08/09/2021 - 06/04/2022</b> |
|-----------------------------------|---|
| RN 5 – OR                         | \$150.00  |
| RN 4 – CCU/ICU                    | \$150.00  |
| RN 2 – MedSurg and PEDS           | \$115.00  |
| RN2 – MS/Tele                     | \$135.00  |
| RN 3 – PACU                       | \$140.00  |
| RN 4 – PICU and NICU              | \$125.00  |
| RN 4 – ER                         | \$120.00  |
| Surgical Services – OR Tech / SPD | \$85.00   |
| Behavioral Health RN IPU/CSU      |   |

| <b>Position</b> | <b>Hourly Rate<br/>Effective 11/01/2022</b> |
|-----------------|---|
| DOU RN          | \$90.00 - \$110.00                          |
| ED RN           | \$90.00 - \$110.00                          |
| ICU RN          | \$90.00 - \$110.00                          |
| L&D RN          | \$100.00 - \$150.00                         |
| Med Surg RN     | \$90.00 - \$110.00                          |
| Tele RN         | \$75.00 - \$97.00                           |
| NA / CAN or MOA | \$50.00 - \$80.00                           |
| NICU RN         | \$90.00 - \$200.00                          |
| OR RN           | \$95.00 - \$130.00                          |
| OR Tech         | \$64.00 - \$80.00                           |
| PACU RN         | \$85.00 - \$105.00                          |
| IR RN           | \$100.00 - \$140.00                         |
| GI / Endo RN    | \$95.00 - \$120.00                          |
| GI / Endo Tech  | \$75.00 - \$80.00                           |
| PEDs RN         | \$75.00 - \$130.00                          |
| PICU RN         | \$90.00 - \$200.00                          |
| PSYCH / CSU RN  | \$90.00 - \$105.00                          |
| PSYCH Float RN  | \$90.00 - \$105.00                          |
| SPD Tech        | \$60.00 - \$90.00                           |

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.

Overtime pay rate is equal to one and one-half (1.5) times the regular rate for applicable shift (based on a 40-hour week worked at Client facility) and will be billed based on hours worked over scheduled short hours. Double-time will be billed at two (2) times the regular rate. For work performed in California, double-time is defined as work in excess of twelve (12) hours in a workday and all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.

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 begin 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.

Standby Premium Pay. Client 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 of \$9.00 per hour. If Staff is called back to work for Client 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.

Minimum Work Week. For Staff confirmed for twelve-hour (12-hour) shifts, Client will provide Staff a minimum of thirty-six (36) scheduled hours per week. However, Client 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 Client not provide a Staff the minimum hours, Client will be invoiced and shall pay the applicable rate set forth above for all hours below the minimum for such Staff. Client will only pay for hours worked by Staff. Client 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 Client has an available make-up shift, it may be offered to the Staff to make up for the hours missed while sick.

Orientation. Client will provide Staff with orientation in accordance with the standards of The Joint Commission and Client's policies. All time spent by travel Staff in Client-provided or required orientation is billable.

The following Conversion Fees apply to Direct Client Employment, as defined in Section **Error! Reference source not found.** of the Agreement:

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