

AMENDMENT 2 TO SUPPLEMENTAL ALLIED STAFFING AGREEMENT CONTRACT #8913

This amendment to Ventura County Contract No. 8913 (Contract) is entered into by and between County of Ventura (County) and Cross Country Staffing, Inc. dba Cross Country Healthcare Services (Contractor), effective April 1, 2023:

1. The “Schedule A – All Inclusive Rate Schedule” table is hereby replaced in its entirety with the attached “Schedule A – All Inclusive Rate Schedule – April 1, 2023.”

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

The County of Ventura

By: _____

Name: _____

Title: _____

Date: _____

Cross Country Staffing, Inc. dba Cross Country Healthcare Services

By: _____

Name: _____

Title: _____

Date: _____

Schedule A – All Inclusive Rate Schedule – April 1, 2023

Position	Hourly Rate
EEG/EKG Tech, Mammographer, Polysomnographer, Anesthesia Tech (ANT), Certified Occupational Therapy Asst. (COTA), Occupational Therapy Asst. (OTA), Physical Therapy Assistant (PTA), Pharmacy Technician	\$80.00 - \$95.00
Nuclear Medicine Technologist, MRI Tech, AB/ OB Sonographer, Speech Language Pathologist (SLP), Physical Therapist (PT), Occupational Therapist (OT), Xray Technologist	\$85.00 - \$105.00
Angiographer, Echocardiographer, General Vascular Sonographer, Pharmacist, Registered Respiratory Therapist (RRT), , CVT, CT Tech,	\$80.00 - \$120.00
Cardiac Cath Tech, Electrophysiology Tech, Interventional Radiology Tech	\$105.00 - \$130.00
Certified Respiratory Therapist (CRT)	\$80.00
Registered Dietitian	\$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 eight-hour (8-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 3.4 of the 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 +

The Agreement not-to-exceed amount for any contract year is one hundred thousand dollars (\$100,000).