

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

AGREEMENT NUMBER

19-11044

AMENDMENT NUMBER

A01

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Aya Healthcare, Inc.

2. The term of this Agreement is:

START DATE

3/23/2020

THROUGH END DATE

9/23/2020

3. The maximum amount of this Agreement after this Amendment is:

\$1,000,000,000.00

One Billion Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The purpose of this amendment is to replace the Terms and Conditions for Clinical Candidates section in its entirety with Addendum A.

II. Addendum A

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Aya Healthcare, Inc.

CONTRACTOR BUSINESS ADDRESS

5930 Cornerstone Court West Suite 300

CITY

San Diego

STATE

CA

ZIP

92121

PRINTED NAME OF PERSON SIGNING

John Martins

TITLE

Senior VP of Operations Strategy

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

John Martins

DATE SIGNED

4/21/2020

3506812A1132403...

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow

Digitally signed by Timothy Bow
Date: 2020.04.20 13:58:26 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

Executive Order N-25-20-COVID-19

Amendment to Supplemental Staffing Provider Agreement

This Amendment (the "**Amendment**") is effective as of April 17, 2020 between Aya Healthcare, Inc. ("**Aya**") and the California Department of Public Health ("**Client**") and amends the State of California – Department of General Services Standard Agreement (No. 19-11044) between the parties dated March 23, 2020 (the "**Agreement**").


NOW, THEREFORE, the parties agree as follows:

1. **Addendum A of Attachment 1:** Supplemental Staffing Provider Agreement, to the Agreement is hereby deleted and amended in its entirety with the attached Addendum A (4/17/2020).
2. **Amendment Controlling.** This Amendment is incorporated into and made a part of the Agreement. In the event there is a conflict, inconsistency, or incongruity between the terms and conditions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. Terms defined in the Agreement shall bear the same definitions in this Amendment except as otherwise expressly set forth in this Amendment. All other terms and conditions of the Agreement remain in full force and effect.

AGREED TO AND ACCEPTED BY:

California Department of Public Health

Aya Healthcare, Inc.

By: 

 Signature

By: _____
 Signature

Timothy Bow

 Name

 Name

Procurement Officer, Emergency Ops.

 Title

 Title

 Date

 Date

Amendment to Supplemental Staffing Provider Agreement

Addendum A TERMS AND CONDITIONS FOR CLINICAL CANDIDATES (4/16/2020)

RATES & RATE RULES FOR CLINICAL CANDIDATES	
Regular Rates	Regular rates vary by position and rates for certain Crisis Candidate positions are set forth in Addendum A-1: Rate Tables. Regular Rates for positions of Clinical Candidates not set forth in Addendum A-1 will be agreed by the Parties and confirmed by work order confirmation or through the technology solution prior to the Clinical Candidate performing services for Client.
Incentive Rate	Where Aya and Client mutually agree that a higher rate is appropriate for certain position(s), an Incentive Rate of the regular rate plus \$5.00 may be used. The use of an Incentive Rate will be mutually agreed to and confirmed through the offer process such as by work order confirmation or through the technology solution.
Elevated Rate	Where Aya and Client mutually agree that a higher rate is appropriate for certain position(s), an Elevated Rate of the regular rate plus \$10.00 may be used. The use of an Elevated Rate will be mutually agreed to and confirmed through the offer process such as by work order confirmation or through the technology solution.
Overtime	Overtime will be billed at a premium overtime rate of one and one-half times (1.5x) the regular rate. For work performed in California, overtime is defined as hours worked in excess of forty (40) hours in one (1) workweek. 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.
On-Call & Call-Back	On-call hours worked will be billed at \$10.00 per hour. If a Candidate is on-call and is then called back/called in to work, all hours worked will be billed at a premium Call-Back rate equal to one and one-half times (1.5x) the regular rate with a minimum of two (2) hours.
Holidays	Work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, as defined below, will be invoiced at a premium Holiday rate of one and one-half times (1.5x) the regular rate. Holidays begin at 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.
Charge	Work performed by Travel Candidates when working in a Charge Nurse capacity will be billed at the applicable rate plus \$5.00 per hour.
Mileage	For home health professionals or other professionals where driving is required to perform their job, Client will reimburse Aya for mileage incurred by the home health professional for travel between visit locations. In addition, mileage to the home health professional's first visit in a day and from the home health professional's final visit in a day shall be reimbursed to the extent the distance between the first or final visit and the home health professional's home exceeds thirty (30) miles. All mileage shall be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel.

Amendment to Supplemental Staffing Provider Agreement

SCHEDULING AND CANCELLATION POLICIES FOR TRAVEL CANDIDATES	
Scheduling & Guaranteed Hours	<p>Candidates will be confirmed for assignments scheduled to last for between one (1) and fifty-two (52) weeks. Travel Candidates can be assigned to eight (8), ten (10), or twelve (12) hour shifts.</p> <p>For Candidates confirmed to three (3) twelve (12)-hour shifts, Client will guarantee a minimum of thirty-six (36) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation. For Candidates confirmed to four (4) twelve (12)-hour shifts, Client will guarantee a minimum of forty-eight (48) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation. For all other Candidates, Client will guarantee a minimum of forty (40) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation.</p> <p>Client is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. On-call hours do not count towards the guaranteed minimum hours. Client is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. On-call hours do not count towards the guaranteed minimum hours.</p>
Orientation	<p>Client will provide Travel Candidates with orientation in accordance with the standards of The Joint Commission and Client's policies. All time spent by Travel Candidates in Client-provided or required orientation is billable.</p>
Pre-Start Cancellations	<p>After acceptance of Candidate for travel assignment by Client, Client may not cancel that assignment within fifteen (15) days prior to the assignment start date. If deemed necessary to cancel such assignment within fifteen (15) days prior to the start date, Client shall be responsible for any residual costs or other expenses incurred by Aya, such as housing, travel, disbursements, compliance, screening or other onboarding related costs, and other costs or expenses incurred by Aya as a result of such cancellation.</p>
Post-Start Cancellations	<p>Client shall provide one (1) month's written notice of any cancellation of travel assignment for reasons other than Candidate's inability to perform essential functions of the job unless otherwise agreed upon by the Parties. Should Client be unable to provide such one (1) month's cancellation notice, Aya reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, Client shall be responsible for any housing, travel, and other costs or expenses incurred by Aya as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g., licensure, exam application, visa, etc.) incurred by Aya with respect to placing such Candidate with Client.</p>
Conversion/ Placement Fee Stipulation	<p>If Client hires any Clinical Candidate who was presented to Client by Aya during the term of this Agreement or up to one (1) year after the termination or expiration of this Agreement, a fee of twenty percent (20%) of the Candidate's annual salary will be paid by Client to Aya. If the Clinical Candidate has completed one (1) travel assignment consisting of thirteen (13) or more weeks, the fee is reduced to fifteen percent (15%) of the Candidate's annual salary. If the Candidate has completed two (2) travel assignments consisting of thirteen (13) or more weeks each, the fee is reduced to ten percent (10%) of the Candidate's annual salary. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.</p>

Amendment to Supplemental Staffing Provider Agreement

SCHEDULING AND CANCELLATION POLICIES FOR PER DIEM CANDIDATES	
Scheduling	Per Diem Candidates will be scheduled on a shift or as needed basis using a process agreed to by the Parties.
Orientation	Client will provide Per Diem Candidates with orientation in accordance with the standards of The Joint Commission and Client's policies. All time spent by Per Diem Candidates in Client-provided or required orientation is billable.
Cancellations	Aya and Client agree to a two (2) hour cancellation policy. If Client 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, Client will be billed for two (2) hours plus any time worked.
Late Call	When Client requests Candidate less than one (1) hour prior to the scheduled start of a shift, Client will be billed for that Candidate from the scheduled start of the shift; except if Candidate actually reports to and commences work later than one (1) hour after the start of the shift, Client will only be billed for all actual hours worked. If Candidate is requested after the start of the shift, Client will be billed for that Candidate from the time the request was made; except if Candidate actually reports to and commences work more than one (1) hour after the time of the request, Client will only be billed for all actual hours worked.
Call-Offs (In-Shift Cancellation)	If Candidate is no longer needed by Client after reporting for work, they may be called off by Client. If Candidate is called off by Client, Client shall be billed for the actual number of hours worked by Candidate or four (4) hours, whichever is greater, per the rate structure applicable to that Candidate.
Conversion/ Placement Fee Stipulation	If Client hires any Per Diem Candidate who was presented to Client by Aya during the term of this Agreement or up to one (1) year after the termination or expiration of this Agreement, a fee of twenty percent (20%) of the Candidate's annual salary will be paid by Client to Aya. If the Per Diem Candidate has completed 520 billable hours, the fee is reduced to fifteen percent (15%) of the Candidate's annual salary. If the Candidate has completed 1040 billable hours, the fee is reduced to ten percent (10%) of the Candidate's annual salary. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.

Amendment to Supplemental Staffing Provider Agreement

ADDENDUM A-1: RATE TABLES FOR CLINICAL CANDIDATES

		Southern California	Northern California
Position	Specialty	Regular Hourly Rate	Regular Hourly Rate
Registered Nurse	Medical Surgical, ER/ER Holding	\$105.00	\$125.00
Registered Nurse	Pediatrics	\$110.00	\$130.00
Registered Nurse	ICU (all ICUs)	\$125.00	\$145.00
Registered Nurse	MS/Tele, Tele, Observation Unit	\$110.00	\$130.00
Registered Nurse	Operating Room	\$120.00	\$140.00
CNA	All Specialties	\$65.00 (Travel) \$52.50 (Local Only*)	\$70.00 (Travel) \$58.00 (Local Only*)
LVN	All Specialties	\$90.00	\$95.00
Radiology/Cardiology	CT Tech/MRI Tech	\$130.00	\$150.00
Radiology/Cardiology	X-Ray Tech (based in 48 hours each week)	\$95.00	\$100.00
Respiratory/ Neuro Diagnostics	CRT/RRT	\$95.00	\$105.00
Pharmacy	Pharmacist	\$165.00	\$165.00

*Local Only rates apply there the Candidate resides within 50 miles of the assignment location.

Northern California rates apply to Participating Facilities in the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba

Southern California rates apply to Participating Facilities in the following counties: Imperial, Los Angeles, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

At any point during the term of this Agreement, rates may be renegotiated and must be accepted in writing by both Parties.