

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
	20-10870	01	

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

Barton Healthcare Staffing, LLC.

2. The term of this Agreement is:

START DATE

February 5, 2021

THROUGH END DATE

June 30, 2021

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

\$10,000,000.00

Ten Million 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 the amendment is to update the rate tables due to the recent surge in COVID19 throughout the State of California and to add the federally required Contract Terms Supporting High-Road Labor Standards exhibit.

II. Exhibit A, Attachment II - Proposal, page 14, Rates has been replaced in it's entirety.

III. Exhibit F, Contract Terms Supporting High-Road Labor Standards has been added to this agreement.

*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.)

Barton Healthcare Staffing, LLC.

CONTRACTOR BUSINESS ADDRESS

300 Jubilee Driver, 1st Floor

CITY

Peabody

STATE

MA

ZIP

01960

PRINTED NAME OF PERSON SIGNING

Lina Gallatto

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:
Lina Gallatto

DATE SIGNED

2/25/2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Amy Manasero

TITLE

Assistant Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Amy Manasero
Digitally signed by Amy Manasero
Date: 2021.02.26 15:34:15 -08'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Proclamation of the State of Emergency Executive Order N-25-20



Due to our continued and proactive outreach to increase our database of clinicians throughout 2020, we feel confident in our ability to provide clinicians with the skill sets required at the rates indicated below.

Skill Set	Proposed Med/Surg Rates	Proposed Vaccine Rates
<i>Nurse - Med/Surg Registered</i>	\$150.00	\$90.00
<i>Registered Nurse - ICU</i>	\$185.00	
<i>Registered Nurse - Pediatrics</i>	\$130.00	
<i>Registered Nurse - Tele/Obs</i>	\$170.00	
<i>Registered Nurse - ER</i>	\$160.00	
<i>Registered Nurse - OR</i>	\$140.00	
<i>Registered Nurse - BH</i>	\$140.00	
<i>Licensed Vocational Nurse -BH</i>	\$100.00	
<i>Licensed Vocational Nurse</i>	\$80.00	\$68.00
<i>Certified Nursing Assistant</i>	\$55.00	\$55.00
<i>Respiratory Therapist</i>	\$175.00	
<i>MRI Technician</i>	\$150.00	
<i>X-Ray Technician</i>	\$100.00	
<i>Pharmacist</i>	\$165.00	
<i>Physical Therapist</i>	\$140.00	

*Rates are subject to change due to the rapidly changing healthcare market as the pandemic continues.

Exhibit F
Contract Terms Supporting High-Road Labor Standards

Updated February 2021

OBLIGATIONS OF THE CONTRACTOR

High-Road Labor Standards. The contractor warrants that it and any subcontractors it may use to fulfill this agreement will satisfy the following high-road labor standards:

- a. **Fair wages.** All employees performing work to fulfill this agreement shall be paid no less than the minimum Trainee Wage set by the Employment Training Panel for the county in which the work is performed, or the applicable federal, state, or local minimum wage, whichever is greater. Healthcare benefits valued at up to \$2.50 per hour can be used to meet this wage requirement.
- b. **No misclassification.** Individuals performing work to fulfill this agreement shall not be misclassified as independent contractors.
- c. **Paid sick leave.** The contractor and any subcontractors performing work to fulfill this agreement shall comply with all applicable federal, state, and local laws pertaining to paid sick leave, including any anti-retaliation provisions contained in such laws.
- d. **Workplace safety and health.** The contractor and any subcontractors performing work to fulfill this agreement will comply with all applicable safety and health requirements [, including those to protect workers from COVID-19 in the California Code of Regulations, title 8, sections 3203, 3205-3205.4, 5141, and 5144; those identified in Cal/OSHA's Industry Guidance on COVID-19; California Labor Code section 6409.6; any orders issued pursuant to Labor Code section 6325; and industry-specific reopening modifications outlined in the State's Resilience Roadmap]. The contractor and any subcontractors will comply with Labor Code sections 6310 and 6311 pertaining to protection of employees who file complaints or refuse to work in the face of hazardous conditions.
- e. **ADA compliance.** The contractor warrants that it complies with the Americans with Disabilities Act (ADA) and all regulations issued thereunder and that it will comply in all respects with the provisions of the Act and regulations thereunder.
- f. **Labor peace.** To protect the state's proprietary and economic interests, as well as the public interest, in providing [COVID-19 response efforts] without interruption due to the economic effects of a labor dispute, the [contractor and any subcontractors performing work to fulfill this agreement] shall enter into a labor peace agreement with any organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and which requests a labor peace agreement.
The labor peace agreement shall include a binding and enforceable provision(s)

prohibiting the organization and its members from engaging in picketing, work stoppages, boycotts, or any other economic interference for the duration of the labor peace agreement, which must include the entire term of this agreement. Nothing in this paragraph shall be construed as requiring the contractor or any subcontractor to change terms and conditions of employment for its employees, recognize a labor organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.

- g. **Priority for unemployed workers.** When hiring any new employees to perform work to fulfill this agreement, the contractor or any subcontractor shall give preference to any applicant who is currently unemployed and who is qualified for the position over applicants who are qualified but not currently unemployed.