

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 PAGES

AGREEMENT NUMBER

20-10826

AMENDMENT NUMBER

A03

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

ProLink Healthcare, LLC

2. The term of this Agreement is:

START DATE

December 17, 2020

THROUGH END DATE

June 30, 2021

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

\$150,000,000.00

One Hundred Fifty 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 B, Attachment I, Express Response Terms and Conditions has been replaced in its 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.)

ProLink Healthcare, LLC

CONTRACTOR BUSINESS ADDRESS

4600 Montgomery Rd. Suite 300

CITY

Cincinnati

STATE

OH

ZIP

45212

PRINTED NAME OF PERSON SIGNING

Mark Arnett

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE

Mark Arnett

Digitally signed by Mark Arnett
Date: 2021.02.26 16:51:42 -05'00'

DATE SIGNED

2-26-2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Ave

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 14:40:50 -08'00'

DATE SIGNED

02/26/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

Executive Order N-25-20-COVID19

Exhibit B
Attachment I

Express Response Terms and Conditions

1. Reimbursement of Travel Costs. Client shall reimburse ProLink for all transportation including but not limited to airfare and mileage, (“Travel Costs”) incurred by ProLink or Providers pursuant to travel to and from this assignment, subject to a maximum of \$1,000 per Provider.

2. Guaranteed Fee. At the time Client places a request with ProLink for a Provider, Client guarantees, and shall pay, reimbursement of all Travel Costs incurred by such Provider and a minimum of 12 billable hours for such Provider. Each time the Client delays the agreed upon start date after the Provider has begun approved travel, Client guarantees, and shall pay, reimbursement of all Travel Costs incurred by such Provider. If the Provider terminates or fails to show for an assignment, then ProLink shall replace such Provider within one week of the termination or no-show, and shall prioritize Client’s replacement need above other requests.

3. Cancellation of Assignment. If Client fails to provide at least two weeks’ notice prior to cancellation of an assignment, or if cancellation for convenience occurs after the assignment has begun, then Client shall pay ProLink an amount equal to the guaranteed hours for the position for a period of two weeks.

4. Overtime. Client shall pay 1.5 times the applicable Rate for all hours worked by Providers more than 8 hours in one day and 40 hours in one week, subject to state specific requirements.

5. Holidays. Client shall pay 1.5 times the applicable Rate for all hours worked by Providers on the following holidays: New Year’s Eve Day, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day and Christmas Day.

6. Charge Rate. In the event a Provider is required to perform lead or supervisory duties during the assignment, Client shall pay a charge rate of \$20.00 per hour in addition to the applicable Rate for all such hours worked.

7. On Call/Call Back. Client shall pay uncontrolled on-call hours, defined as hours where Provider is not required to stay on the assigned facility premises, at the on-call rate of \$20.00 per hour. The minimum on-call period is two hours. Client will pay controlled on-call hours, defined as hours where Provider is required to stay on the Facility’s premises, at the applicable Rate. If Provider is called back to work for Client while serving in an on-call capacity, the on-call charge will cease and Client shall instead pay ProLink 1.5 times the applicable Rate for the duration of the call back period. The minimum call-back period is two hours.

8. Minimum Work Week. For all Providers, Client shall provide such Providers a guaranteed minimum of 48 scheduled hours per each weekly payroll period as mutually agreed by Client and ProLink. 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 the minimum guaranteed hours, Client will be invoiced and shall pay the applicable confirmed Rate for all hours below the minimum for such Provider. The calculation of the guaranteed minimum work week includes regular hours, call back hours, and overtime hours worked, but does not include any on-call time.

9. Invoices. Client shall pay ProLink 30 days net or including a 2% early pay discount if paid

with 15 days from the invoice date. Payments are to be made via ACH or a mutually agreed electronic transfer. A late payment fee of 2% will be assessed, immediately and on a monthly basis thereafter, on any balance that remains unpaid more than 10 days after payment was due. ProLink reserves the right to modify invoice timing and payment due date with Client approval.

10. Quarantined Personnel. In the event a Provider is under facility imposed quarantine and not working, the Client shall be billed for such personnel’s guaranteed hours at the Crisis rates included herein for the period of the beginning of the quarantine through a period not to exceed 96 hours, that falls within such individual’s assignment period as per their assignment confirmation.

11. Rates and Hiring Fees. Client agrees to pay ProLink for all hours worked by Providers at the rates set forth below (“Rates”) for specific service lines. The Rate Tier will be mutually agreed between the Client and ProLink based upon the market rate of clinician pay packages, the quantity of clinicians requested and the Client’s timeline for filling the positions.

Service Line or Skill Set	Crisis Response Hourly Bill	
	Med Surge Rates	Vaccine Rates
<i>Registered Nurse - Med/Surg</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>Pharmacy Technician</i>		\$100.00
<i>Physical Therapist</i>	\$140.00	
<i>Paramedic</i>	\$100.00	
<i>Home Care Aide</i>	\$70.00	
<i>Environmental Services (EVS)</i>	\$70.00	
<i>Administrative Staff</i>		\$45.00

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.