

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

AGREEMENT NUMBER

20-10867

AMENDMENT NUMBER

02

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

SHC Services, Inc.

2. The term of this Agreement is:

START DATE

January 6, 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.

II. Exhibit A - Attachment I, Schedule A - Rates, has been replaced in it's entirety.

III. Exhibit G - 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.)

SHC Services, Inc.

CONTRACTOR BUSINESS ADDRESS

1640 W. Redstone Center Drive, Suite 200

CITY

Park City

STATE

UT

ZIP

84098


PRINTED NAME OF PERSON SIGNING

Melissa R. Evans

TITLE

Regional Business Development Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

03/01/2021

**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: 2021.03.01 15:11:55 -08'00'

DATE SIGNED

3/1/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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



## Amendment to Staffing Services Agreement

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This Amendment is effective as of the 1<sup>st</sup> day of March, 2021, by and between SHC Services, Inc. d/b/a Supplemental Health Care (hereinafter "SHC"), with principle offices located at 1640 W. Redstone Center Drive, Suite 200, Park City, Utah 84098 and California Department of Public Health, on behalf of itself, its facilities, divisions, and subsidiaries (hereinafter collectively referred to as the "Client") with its principle offices located at 1616 Capital Avenue Sacramento, CA 95814. SHC and Client are sometimes referred to as a "party" or collectively as the "Parties".

The parties having entered into a Staffing Services Agreement dated January 6, 2021 ("Agreement"), now desire to revise the Agreement as follows.

1. Schedule A shall be deleted in its entirety and replaced with the attached Schedule A, incorporated herein by reference.
2. Except as modified herein, all provisions of the Staffing Services Agreement and prior Amendments and/or Addendums, if any, shall remain in full force and effect.
3. This Amendment may be executed in separate counterparts. Delivery of any signature via telecopy or other facsimile transmission shall be deemed equivalent to physical delivery of the original signature page. Any signature page of any counterpart hereof, whether being an original signature or an electronic facsimile transmission of a signature may be appended to any other counterpart hereof to form a completely executed counterpart hereof.
4. By execution of this Amendment, each party acknowledges and agrees that it has received sufficient consideration for the agreements made herein.

IN WITNESS WHEREOF, the undersigned represents that he/she is duly authorized by the parties to enter into this Agreement and bind their respective party to performing the terms and conditions of the Agreement and this Amendment.

**SHC SERVICES, INC. d/b/a  
 SUPPLEMENTAL HEALTH CARE**

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

By: \_\_\_\_\_  
 Name: Melissa R. Evans  
 Title: Regional Business Development Director

By: Amy Manasero Digitally signed by Amy Manasero  
 Date: 2021.03.01 15:10:10 -08'00'  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Exhibit A - Attachment I

**SCHEDULE A – Rates**

**Client Name:** *California Department of Public Health*

**Address:** 1616 Capitol Avenue Sacramento, CA 95814

**Effective Date:** March 1, 2021

**Bill Rates:**

All rates are all-inclusive of payroll costs, employee benefits, workers' compensation insurance, malpractice insurance, and travel expenses if required.

REGISTERED NURSE SPECIALTIES	Rate
RN ER	Up to \$150
RN ICU	Up to \$150
RN Tele, MED/TELE	Up to \$150
RN Med/Surg (no TELE)	Up to \$150
RN Pediatrics	Up to \$150
RN OR	Up to \$150
RN Behavioral Health	Up to \$150
ADDITIONAL SPECIALTIES	Rate
Licensed Vocational Nurse	Up to \$100
Certified Nurse Assistant	Up to \$70
Respiratory Therapist	Up to \$150
Pharmacist	Up to \$150
Certified Medical Assistant	Up to \$70
Administrative Support	Up to \$60

**Exposure Pay.** In the event an SHC employee providing services to Client ("Health Care Personnel") is exposed to the COVID-19 virus, Client agrees to pay SHC for the current recommended quarantine period as set forth by the CDC/federal/state guidelines for the Provider ("Quarantine Period"). Payment shall be billed at the contracted hourly rate for the Health Care Personnel as specified in the Agreement or Exhibit A, whichever is applicable. Client shall be billed for each shift such Health Care Personnel is scheduled to perform services for Client during the Quarantine Period. For purposes of this Addendum, "exposure" shall mean Health Care Personnel's exposure to the COVID-19 virus consistent with facility protocols for exposure of staff to any infectious disease or in the absence of such protocol, the protocol for treatment of those "in close contact" with COVID-19 infected persons contained in the Center for Disease Control publication "Evaluation and Testing Persons for Coronavirus Disease 2019 (COVID19)" dated March 9, 2020.

**Health Care Personnel Assignment.** In the event Health Care Personnel are injured in performing duties for Client, including exposure to Covid-19 and subsequently exhibiting symptoms of the virus, Client shall cooperate with SHC's investigation and response to such injury, including any need for Quarantine Periods. Client agrees to pay the regular hourly rate for the minimum guaranteed weekly hours for all time spent quarantined by Health Care Personnel as a result of their contract assignment. Client will not cancel the Health Care Personnel's assignment and agrees to allow return to work once cleared by a Physician to return to work.

**On-Call; Call Back; Charge Rate:** Client will be invoiced for and will pay \$5.00 per hour for all Health Care Personnel placed on "uncontrolled" On-Call status. Client will be invoiced at the regular hourly rate stated above for all Health Care Personnel on "controlled" On-Call status (required to remain at the facility, etc.) Client will pay one and on-half (1.5) times the applicable hourly bill rate for all Call-Back hours worked by Health Care Personnel. The minimum hours invoiced when Health Care Personnel is called into work while on "On-Call" status will be two (2) hours or in accordance with Client's policy, whichever is greater. All hours worked by Health Care Personnel placed in a Charge Status will be invoiced at an additional \$6.00 per hour.

**Confirmation of Assignment.** The rates in this schedule are the minimum all-inclusive base rates for this Agreement; however, the parties acknowledge that depending on the length of the job assignment, specific credentialing requirements, and/or the availability of staff, there may be times that the actual bill rate will exceed the rates set forth above. Therefore, the parties have/will execute a Confirmation of

Assignment (COA) that will set out the specific requirements for the assignment as well as the applicable bill rate.

**Minimum Guarantee.** Client agrees to schedule all Health Care Personnel confirmed for either a Travel Contract period and/or Local Contract for the weekly minimum hours of forty (40) for all eight (8), ten (10) or any combination of eight (8) or ten (10) hours shifts; and a minimum of thirty-six (36) hours for all twelve (12) hour shifts ("Minimum Hours") and to guarantee the total assignment hours ("Minimum Assignment Hours") for the assignment as specified on the COA. The calculation of the guaranteed minimum work week includes regular, call back and overtime hours worked, but does not include any "on-call" time. Client may place such Health Care Personnel in normal rotation to transfer/float in accordance with section 2.e of this Agreement, if necessary, in order to meet the Minimum Assignment Hours requirement. Notwithstanding the foregoing, the Minimum Hours or Minimum Assignment Hours shall not apply to Health Care Personnel who are assigned to the Client on a per diem basis.

**Breaks/Meal Periods.** Client shall provide Health Care Personnel all breaks and meal periods required pursuant to state and federal law. It is the Client's responsibility to ensure that such break/meal period is identified on the Health Care Personnel's time sheets prior to approving such time sheet.

**Mileage Costs:** Client shall be invoiced and shall pay the then-current IRS Standards, for all local mileage for Health Care Personnel while traveling between Client's facilities.

**Meals and Lodging Costs:** All rates set forth herein are inclusive of meals and lodging costs, if incurred.

**Overtime:** Client will be invoiced for and will pay for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. Calculations of overtime will be 1.5 times the hourly bill rate as listed in this Schedule A above (calculated in accordance with the applicable state and federal wage and hours laws). When applicable by State law, all hours worked over twelve (12) hours in a workday will be invoiced at two (2) times the hourly bill rate as listed in this Schedule A above. For California and Alaska, Client will be invoiced and pay an overtime rate after 8 hours per days worked.

**Workweek:** SHC's workweek is defined as Sunday – Saturday.

**Holidays:** Client will be invoiced for and will pay 1.5 times the hourly bill rate on hours worked during 11:00 pm on the eve of the holiday until 11:00 pm on the day of the holiday, unless a higher amount is required by state law in which the services are being performed. The agreed upon recognized holidays are: New Year's Day; Memorial Day; Independence Day, Labor Day, Thanksgiving and Christmas Day.

**Cancellations:**

- **Contract Assignments:** If Client wishes to cancel a contract assignment before such assignment begins, Client must provide SHC at least fourteen (14) days prior written notice of the scheduled commencement date of that assignment. If less than fourteen (14) days' notice is provided, then Client shall be invoiced a penalty equal to three (3) shifts of said assignment.
- **Travel Assignments:** If Client wishes to cancel a travel assignment that has begun, Client shall provide SHC with a minimum of fourteen (14) days prior written notice and SHC shall invoice Client for any costs incurred for travel and lodging that could not be cancelled. If less than fourteen days' notice is provided, Client shall pay the total contracted amount for such travel assignment as if the Health Care Personnel had worked the full assignment as well as any costs incurred for travel and lodging that could not be cancelled due to the short notice.
- **Per Diem Assignments:** If Client wished to cancel a per diem assignment prior to assignment begins, Client must provide SHC with twenty-four (24) hours prior notice of cancellation; otherwise a four (4) hour minimum billing will be assessed.

**Billable Employment Conversion Costs:** Health Care Personnel may convert from an SHC employee to Client employee after the fulfillment of the hours and fee contained in the conversion table below. As clarification of Section 2.g., any Health Care Personnel, whose application has been submitted to Client by SHC, may not be employed at Client either directly, or through another staffing referral company, for one year following the submission of the application.

Aggregate Hours Worked by Health Care Personnel for Client in a Twelve (12) Month Period	Conversion Fee
Prior to completing 140 hours	25% of annualized starting salary

After Completion of 141 - 280 hours	20% of annualized starting salary
After Completion of 281 - 420 hours	18% of annualized starting salary
After Completion of 421 - 520 hours	12% of annualized starting salary
After Completion of 521 hours	5% of annualized starting salary

**Direct Placement Fee:** In the event the Client wishes to have SHC to conduct a search for qualified candidates to be hired by Client ("Candidate"), Client agrees to pay SHC a recruitment fee of 25% of the Candidate's first year salary, for any Candidate presented to Client by SHC who accepts a position with any clinic, group or organization owned, operated, subcontracted with or otherwise affiliated with Client whether or not in Client's actual community. This recruitment fee shall apply to each Candidate introduced by SHC for a permanent position, whether the Candidate has actually performed medical services through SHC. The fee will be due when an employment agreement, either written or verbal, is reached between the Client and the Candidate, or on the first day that the Candidate begins work for Client, whichever comes first.

**Home Health Assignments:** Health Care Personnel assigned to Home Health Care Clients are specifically prohibited from the following home health practices. The Client agrees that while on assignment Health Care Personnel shall not be required nor allowed to:

- Develop a patient Plan of Care. Health Care Personnel may collaborate with the Client and the patient's primary physician in the development of a patient Plan of Care; however, the Client is solely responsible for the development of the Plan of Care.
- Transport any of Client's patients for any reason. If the Client's patients need to be transported, Client will arrange for and pay for such transportation.
- Perform personnel errands for Client's patients (i.e. trips to grocery store, dry cleaner, etc.).
- Provide care for patient's animals/pets (i.e. taking them for a walk, feeding them, grooming them, etc.)

**Increase of Bill Rates:** SHC reserves the right to unilaterally amend this Schedule A to increase the rates set forth above: (1) in the event there is an increase in SHC's burden costs as a result of any governmental mandate; and/or (2) at the beginning of each calendar year if there is an increase in the health care index., provided that SHC sends Client a written notice thirty (30) days in advance of such increase.

**Exhibit G**  
**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.