

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 PAGES

AGREEMENT NUMBER

20-10884

AMENDMENT NUMBER

01

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

SLS Health Services LLC

2. The term of this Agreement is:

START DATE

January 12, 2021

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 table due to the recent surge in COVID19 throughout the State of California, to add \$140,000,000.00 to the current contract budget of \$10,000,000.00 bringing the total amended contract budget to \$150,000,000.00, and to add the federally required Contract Terms Supporting High-Road Labor Standards exhibit.

II. Exhibit A, Attachment I, Staffing Agreement, Exhibit D, Staffing Rate Sheet has been replaced in its entirety.

III. Exhibit B, Budget Detail and Payment Provisions, paragraph 1. F shall now read as follows, "The amounts payable under this agreement are outlined in Exhibit A, Attachment I and shall not exceed \$150,000,000.00."

IV. 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.)

SLS Health Services LLC

CONTRACTOR BUSINESS ADDRESS

Post Office Box 17017

CITY

Galveston

STATE

TX

ZIP

77552

PRINTED NAME OF PERSON SIGNING

William Sullivan

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/1/21

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**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

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

PCC 1102

**EXHIBIT D  
STAFFING RATE SHEET**

Staff Classification	Med Surge Rates	Vaccine Rates
Registered Nurse - Med/Surg	\$150.00	\$90.00
Registered Nurse - ICU	\$185.00	
Registered Nurse - Pediatrics	\$130.00	
Registered Nurse - Tele/Obs	\$170.00	
Registered Nurse - ER	\$160.00	
Registered Nurse - OR	\$140.00	
Registered Nurse - BH	\$140.00	
Licensed Vocational Nurse -BH	\$100.00	
Licensed Vocational Nurse	\$80.00	\$68.00
Certified Nursing Assistant	\$55.00	\$55.00
Respiratory Therapist	\$175.00	
MRI Technician	\$150.00	
X-Ray Technician	\$100.00	
Pharmacist	\$165.00	
Pharmacy Technician		\$100.00
Physical Therapist	\$140.00	
Paramedic	\$100.00	
Home Care Aide	\$70.00	
Environmental Services (EVS)	\$70.00	
Administrative Staff		\$45.00

- **Overtime will be paid at 1.5 x's regular rate after 8 hours in a workday or over 40 hours in a workweek, unless the hours in a workday exceeds 12 hours.**
- **Overtime will be paid at 2 x's regular rate after 12 hours in a workday.**
- **Staff schedules will be 72 hours per week (e.g. 6 days per week; 12 hours per day).**
- **Employee support costs to be billed at Actual Cost + 10%.**
- **Per diem rates based upon local area GSA rates.**
- **Travel costs for Staff to and from the work Site will be invoiced.**
- **The Staffing Rates offered are based upon the unknown future market fluctuations. SLS HEALTH reserves the right to reprice the above Staffing Rates in the event the CLIENT wishes to extend the period of performance beyond the initial Term, or in the event of a change in scope of requested services, or due to market conditions adversely impacting available personnel.**

**Activation and Standby:**

- **Activation and Staff billing to begin upon arrival at Site.**
- **In the event that a Staff member is idle or in transition due to reassignment to another Site (other than for scheduled or requested days off), Staff will be paid for a full 8 hour shift.**
- **All training and orientation time to be billed at the Regular Rate. Staff to be paid for a full 12 hour day on orientation, provided that Staff are available to provide clinical services upon completion of training and orientation for the remainder of said 12 hour period.**

**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.