

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 PAGES

AGREEMENT NUMBER

19-11044

AMENDMENT NUMBER

A07

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

Aya Healthcare, Inc.

2. The term of this Agreement is:

START DATE

3/23/2020

THROUGH END DATE

6/30/2021

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

\$200,000,000.00

Two Hundred 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. This amendment is to replace the rate sheet, add \$100,000,000.00 to the current contract budget of \$100,000,000.00 bringing the total to \$200,000,000.00, and to add the federally required Contract Terms Supporting High-Road Labor Standards exhibit to the agreement.

II. Exhibit A -Attachment 1: Supplemental Staffing Provider Agreement, Addendum A-1: Rate Tables For Clinical Candidates, has been replaced in its entirety.

III. Exhibit B, Budget Detail and Payment Provisions, paragraph 1. F, Amounts Payable shall now read, "The amounts payable under this agreement shall not exceed \$200,000,000.00."

IV. Exhibit D, 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.)

Aya Healthcare, Inc.

CONTRACTOR BUSINESS ADDRESS

5930 Cornerstone Court West Suite 300

CITY

San Diego

STATE

CA

ZIP

92121

PRINTED NAME OF PERSON SIGNING

Alan Braynin

TITLE

President & CEO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

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19-11044

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Purchasing Authority Number

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

Amy Manasero

TITLE

Assistant Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Amy Manasero

Digitally signed by Amy Manasero
Date: 2021.03.01 10:01:48 -08'00'

DATE SIGNED

3/1/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

Executive Order N-25-20-COVID19

**AMENDMENT TO STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT**


This Amendment (the "**Amendment**") is effective March 1, 2021 between Aya Healthcare, Inc. ("**Contractor**" or "**Aya**") and California Department of Public Health ("**CDPH**" or "**Client**") and amends the State of California – Department of General Services Standard Agreement between the parties dated March 23, 2020 (the "**Agreement**").

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Addendum A-1 – Rate Tables.** Addendum A-1: Rate Tables for Clinical Candidates is hereby amended and replaced in its entirety with the attached Addendum A-1: Rate Tables for Candidates.
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.

ACCEPTED AND AGREED TO BY:

California Department of Public Health

By: 
Signature

Amy Manasero
Name

Assistant Branch Chief, PSB
Title

3/1/2021
Date

Aya Healthcare, Inc.

By: 
Signature

Alan Braynin
Name

President & CEO
Title

02/26/2021
Date

Exhibit A - Attachment 1: Supplemental Staffing Provider Agreement

**Aya Healthcare, Inc.
19-11044 A07**

ADDENDUM A - 1: RATE TABLES FOR CLINICAL CANDIDATES

Position & Specialty	Regular Rates - All Other Sites	Regular Rates - Vaccination Only Sites
<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	\$100.00
<i>Physical Therapist</i>	\$140.00	
<i>Paramedic</i>	\$100.00	\$100.00
<i>EMT</i>	\$65.00	\$65.00
<i>Home Care Aide</i>	\$70.00	
<i>Environmental Services (EVS)</i>	\$70.00	
<i>Certified Medical Assistant (CMA)</i>	\$65.00	\$65.00
<i>Administrative Staff</i>		\$45.00

These rates will apply to new assignments (not extensions of current assignments) only which are booked after March 1, 2021.

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

Exhibit D
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.