

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER

20-10866

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

Wynden Stark LLC d/b/a GQR Global Markets

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:

\$100,000,000.00

One 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. The purpose of the amendment is to add the following to Exhibit B, Section 4, to Exhibit A Attachment 1 of the Agreement, Post-Start Date Cancellation Notice Responsibilities language and Redeployment Rate language.

II. 1. Exhibit B, Section 4, to Exhibit A Attachment 1 of the Agreement shall be amended to include the attached AMENDMENT TO AGREEMENT 20-10866.

*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.)

Wynden Stark LLC d/b/a GQR Global Markets

CONTRACTOR BUSINESS ADDRESS

1038 Princeton Drive, Suite B

CITY

Marina Del Rey

STATE

CA

ZIP

90292

PRINTED NAME OF PERSON SIGNING

Josh Redland

TITLE

Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE



26038A93BE5449E...

DATE SIGNED

3/19/2021

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

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

**AMENDMENT TO AGREEMENT
20-10866**

1. Exhibit B, Section 4, to Exhibit A Attachment 1 of the Agreement is hereby amended to add the following provisions:
 - g. Post-Start Date Cancellation Notice Responsibilities. In the event Client issues cancellation notice of Assignment or Assigned Employees after the Start Date (“Cancelled Assigned Employees”), the Parties agree to the following responsibilities:
 - i. GQR will actively seek redeployment of the Cancelled Assigned Employees for the fulfillment and completion of each Assigned Employee’s ten-week Assignment period (“Redeployment” or “Redeployed”). GQR agrees that in seeking Redeployment for such Cancelled Assigned Employees, GQR will expand the search beyond California to all geographical areas where GQR does business and use best efforts to get Cancelled Assigned Employees Redeployed.
 - ii. Until the fulfillment of the ten-week Assignment period, all Cancelled Assigned Employees shall remain ready, willing and available to accept any new Assignment from Client or GQR, unless said Assignment falls outside the scope of the Cancelled Assigned Employee’s qualifications or unless Cancelled Assigned Employee is already Redeployed at the time of the new Assignment. Cancelled Assigned Employees will be provided with forty-eight (48) hours’ notice of the need to be Redeployed. Any refusal by a Cancelled Assigned Employee to accept an Assignment from Client, unless otherwise excepted herein, shall be grounds for breach of the Agreement and exempt Client from its obligations under Exhibit B, section 4.d. “Assignment Length,” as to that Cancelled Assigned Employee.
 - iii. Until the fulfillment of the ten-week Assignment period for each Cancelled Assigned Employee, Client shall pay GQR upon timely receipt of invoices, which shall be issued biweekly in arrears. For each Cancelled Assigned Employee who is Redeployed to another client by GQR, GQR shall not continue to bill a Redeployment Rate for that Cancelled Assigned Employee.
 - h. Redeployment Rate
 - i. Cancelled Assigned Employees that are waiting to be Redeployed on or after March 20, 2021, will be billed to CDPH at a regular hourly rate (“Redeployment Rate”) contained in the below table.

Wynden Stark LLC d/b/a GQR Global Markets
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Cancelled Assigned Employee Type	RRT	ICU RN	ED RN	Med/Surg Telemetry RNs	Med/Surg Non Telemetry RNs
Redeployment Rate	\$203.00	\$250.00	\$226.00	\$203.00	\$203.00

- ii. The number of hours billed under a Redeployment Rate will not exceed eight (8) hours in a twenty-four (24) period. The number of total hours billed under a Redeployment Rate in a work week will not exceed thirty-six (36) hours.
 - iii. GQR agrees that no overtime shall be billed to CDPH under any Redeployment Rate for Cancelled Assigned Employees.
- 2.** Save and except as amended and extended herein, the Agreement shall remain in full force and effect binding upon the Parties.