

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

AGREEMENT NUMBER

20-10866

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

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 update the rate table due to the recent surge in COVID19 throughout the State of California, to add \$90,000,000.00 to the current contract budget of \$10,000,000.00 bringing the amended contract budget to \$100,000,000.00, and to add the federally required Contract Terms Supporting High-Road Labor Standards exhibit.

II. Exhibit A, Attachment I - Services Agreement, Exhibit B - Rate Sheet has been replaced in its entirety.

III. Exhibit B, Budget Details and Payment Provisions, Section 1.F Amounts Payable shall now read as follows, "The amounts payable under this agreement are outlined in Exhibit A, Attachment I and shall not exceed \$100,000,000.00.

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.)

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 Redlund

TITLE

Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE:



28038A93BE5449E...

DATE SIGNED

3/8/2021

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER <b>20-10866</b>	AMENDMENT NUMBER <b>01</b>	Purchasing Authority Number
-------------------------------------	-------------------------------	-----------------------------

**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 <b>Amy Manasero</b> <small>Digitally signed by Amy Manasero Date: 2021.03.08 14:25:34 -08'00'</small>		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) Proclamation of the State of Emergency Executive Order N-25-20		

**Exhibit A – Attachment I -Services Agreement**  
**EXHIBIT B**  
**RATE SHEET**

This “Exhibit B” is entered into on January 20, 2021 by and between Wynden Stark LLC d/b/a GQR Global Markets with its principal place of business located at 1038 Princeton Avenue, Marina del Rey, CA 90292, and applicable subsidiaries and affiliates (“GQR”) and California Department of Public Health with a registered address at 1615 Capitol Ave, MS 3202, Sacramento, CA, 95814 (“Client”) (collectively, the “parties”). In consideration of the mutual covenants contained herein, and in the Registered Nurse & Allied Professionals Staffing Services Agreement (the “Agreement”), the parties agree to the additional terms and conditions set forth below. All defined terms used in this Exhibit B and not otherwise defined shall have the same meaning as set forth in the Agreement.

1. Applicability. This “Exhibit A” applies to Assignments using Assigned Employees. All defined terms used in this Exhibit A and not otherwise defined shall have the same meaning as set forth in the Agreement.
2. Definitions.

<b>Base Hourly Rate</b>	Means the bill rate listed in Section 3 below.
<b>Holiday</b>	Means New Year's Eve Day, New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve Day, Christmas Day and any additional holidays for Client employees (e.g. Good Friday). A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59:59 p.m. on the day of the holiday.
<b>Hourly Rate</b>	Means the bill rate confirmed for the hour to GQR, who is the Agency in this transaction, which may include Base Hourly Rate increases for certain rates (e.g., Incentive Rate and/or Supervisor Rate) or Base Hourly Rate decreases for certain rates (e.g., On Call). This hourly rate is inclusive of workers compensation and insurance rates.
<b>Hours Worked</b>	Means the greater of the number of hours scheduled to work or the hours actually worked within GQR's systems or actual hours worked whichever is greater, and includes paid meal and rest breaks. An Assigned Employee's hours for Paid time off or paid sick leave (e.g. COVID quarantine) are not counted in Hours Worked; however, where applicable in this Agreement are still billed to Client by Agency.
<b>Overtime</b>	Means more than forty (40) Hours Worked in one week or any amount greater as may be required by state or local law or as the Agreement provides to pay overtime to Assigned Employees (e.g., more than 8 hours a day in California). Paid holidays, paid time off, or sick leave are not counted in computing overtime hours.
<b>Regular Rate</b>	Means the default rate for an Assignment. The Base Hourly Rate will be the Regular Rate unless an Assignment or Assigned Employee's rate requires a Critical Need Rate or Incentive Rate.
<b>Week or Workweek</b>	Means Monday from 12:00 a.m. – Sunday 11:59:59 p.m.
<b>RN</b>	Means registered nurse.
<b>RRT</b>	Means registered respiratory therapist.
<b>ICU</b>	Means intensive care unit.
<b>ED</b>	Means emergency department.

3. Rates.

- a. General Rates. GQR agrees to provide Assigned Employees for, and Client agrees to pay, the rates listed below in the table for all existing Assigned Employees, booked Assigned Employees that haven't started but were booked, and Assignments allocated but yet to be deployed.

Price per Assigned Employee	RRT	ICU RN	ED RN	Med/Surg Telemetry RNs	Med/Surg Non-Telemetry RNs	Pharmacist	LVN	CNA	Pharmacy Tech
Base Hourly Rate	\$180.00	\$220.00	\$200.00	\$180.00	\$180.00	\$220.00	\$95.00	\$70.00	\$180.00

- b. Rates for Assignments Allocated After March 1, 2021. Any new Assignments allocated by Client after March 1, 2021 will have the rates listed below in the table. All existing Assignments as of March 1, 2021 utilize the General Rate table above.

**California State Contracted Staffing Resource - Rate Sheet  
Cost Per Hour by Classification**

Staff Classification	Proposed Med Surge Rates	Proposed 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>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

4. Additional Terms.

Wynden Stark LLC d/b/a GQR Global Markets  
20-10866 A01

- a. General Rule. As a general rule, the parties expect and agree that all expenses and costs of GQR are accounted for, and included within, the fees listed above.
- b. Additional Requirements. In the event that an Assigned Employee is required to incur travel and/or lodging expenses in connection with an Assignment, such expenses will be paid by GQR, and reimbursed to GQR by Client at GQR's cost.
- c. Background Checks. GQR's costs for requested and/or legally mandated drug-testing, background, and security checks for GQR employees as they relate to Services to be performed under the Agreement will be absorbed by GQR, and upon written request by Client.
- d. Assignment Length. The length of the Assignment will be for no less than ten (10) weeks. This applies to all work weeks, including but not limited to weeks where a unit may have a partial week closure. If Client cannot fill the Assignment Length requirement, Client shall nonetheless pay Agency for the full ten (10) weeks.
- e. Minimum Work Week. For Assignments that are confirmed to have for eight, ten, or any combination of eight, ten, and twelve-hour shifts, Client shall provide such Agency a minimum of 36 scheduled hours per each weekly payroll period for each Assigned Employee at his or her applicable rate above. For 12-hour shifts, Client shall provide Agency a minimum of 36 scheduled hours per each weekly payroll period for each Assigned Employee at his or her applicable rate above. This minimum work week applies to all work weeks, including but not limited to weeks where a unit may have a partial week closure. The calculation of the minimum work week includes all hours planned for each Assigned Employee except for On Call time. If Client cannot fill the minimum work week requirement, Client shall nonetheless pay Agency for the minimum.
- f. Client to Provide Minimum Roles. Client to provide to Agency no less than one hundred (100) registered nurse open role requirements.

California Department of Public Health

Amy Manasero

Digitally signed by Amy Manasero  
Date: 2021.03.09 09:33:12 -08'00'

Signature

Printed Name

Title

Date

Wynden Stark LLC dba  
GQR Global Markets

Josh Redland

26038A03DE5440E...

Signature

Josh Redland

Printed Name

SVP

Title

3/8/2021

Date

**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.