

**City and County of San Francisco**  
**Office of Contract Administration**  
**Purchasing Division**  
**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **August 18, 2023**, in San Francisco, California, by and between **Tryfacta, Inc** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP 37-2020 a Request for Proposal (“RFP”) issued on December 1, 2020 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on 7/06/2015 from the Civil Service Commission under PSC number 49137-14/15 in the amount of \$18,000,000 for the period of 2 years and 26 weeks; and

WHEREAS, approval for this Amendment was obtained on 10/18/2021 from the Civil Service Commission under PSC number 49137-14/15 in the amount of \$169,748,074 for the period of 10 years and 4 weeks; and

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated May 22, 2021 between Contractor and City, as amended by the:

First Amendment, dated January 13, 2023

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

2.1 **Article 2 Term of the Agreement** *currently read as follows:*

2.1 **Term.** The term of this Agreement shall commence on June 1, 2021 and expire on December 31, 2023, unless earlier terminated as otherwise provided herein.

2.2 **Options to Extend.** The City has two options to renew the Agreement for a period of two years each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 01/01/2024-12/31/2025

Option 2: 01/01/2026-12/31/2027

**Such Section is hereby amended in its entirety to read as follows:**

2.1 **Term.** The term of this Agreement shall commence on June 1, 2021 and expire on December 31, 2024, unless earlier terminated as otherwise provided herein.

2.2 **Options to Extend.** The City has two options to renew the Agreement for a period of two years each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 01/01/2023-12/31/2025 Exercised for 1 year through 12/31/2024

Option 2: 01/01/2026-12/31/2027

2.2 **Calculation of Charges.** Section 3.1.1 Calculation of Charges of the Agreement *currently read as follows:*

**3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **NINE MILLION DOLLARS (\$9,000,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**Such Section is hereby amended in its entirety to read as follows:**

**3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **NINE MILLION NINE HUNDRED THOUSAND DOLLARS (\$9,900,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by

both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.3 **Applicable Law.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

11.15 **Applicable Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

2.4 **Appendix B.** Appendix B, is hereby replaced in its entirety by Appendix B, dated 08/18/2023 and attached to the Amendment and fully incorporated with the Agreement.

2.5 **Appendix B-1.** Appendix B-1, is hereby replaced in its entirety by Appendix B, dated 08/18/2023 and attached to the Amendment and fully incorporated with the Agreement.

### **Article 3 Effective Date**

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

### **Article 4 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

DocuSigned by:  
*Greg Wagner* 08/29/2023 | 4:21 PM PDT  
28527524752949F...  
Grant Colfax, MD  
Director of Health  
Department of Public Health

CONTRACTOR

Tryfacta, Inc.

DocuSigned by:  
*Adesh Tyagi* 08/23/2023 | 3:14 PM PDT  
1E7C9B7F8A1648D...  
Adesh Tyagi  
President

City Supplier number: 0000048418

Approved as to Form:

David Chiu  
City Attorney

By: DocuSigned by:  
*Louise Simpson* 08/27/2023 | 10:23 AM PDT  
BD54168A4C3B452...  
Louise S Simpson  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

By: DocuSigned by:  
*Taranth Moaps* 08/21/2023 | 1:48 PM PDT  
9AEA44694D514E7...

**Attached Appendices:**

Appendix B Calculation of Charges

Appendix B-1 Budget/Rates

## **Appendix B Calculation of Charges**

### **1. Method of Payment**

A. Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

### **2. Program Budgets and Final Invoice**

A. Program Budgets are listed below and are attached hereto.

Appendix B-:1 As-needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, \$0 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

3. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**Appendix B-1****Budget/Rates****As-Needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health**

<b>Contract Term</b>	<b>Est. Amount</b>	
Initial term: 7/1/2021 – 12/31/2023	\$5,000,000	
Amendment #1: 07/01/2021 - 12/31/2023	\$4,000,000	Exercised in Amendment #1
Amendment #2: 07/01/2021 - 12/31/2024	\$900,000	Extend term & increase compensation - Amendment #2
Subtotal as revised	\$9,900,000	
Contingency	\$0.00	
<b>Not to Exceed Amount</b>	<b><u>\$9,900,000</u></b>	

## 1. Rate Schedule #1 -- EMERGENCY RATE

**EMERGENCY RATE: As-Needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health**

	<b>12 Hour Shift Base Rate (per Hour)</b>	<b>Night Shift Base Rate (per Hour)</b>	<b>8 Hour Base Rate (per Hour)</b>	<b>Overtime Rate (per Hour)</b>
<b>Registered Nurse: Specialty 1 (Operating Room, Critical Care, Emergency Department, NICU, Labor &amp; Delivery, Cath Lab, PeriOp, Acute HD, Radiology, Peds, Tele)</b>	\$150	\$180	\$ 150	\$ 225
<b>Registered Nurse: Non Specialty</b>	\$87.75	\$96.53	\$87.75	\$131.63
<b>Licensed Vocational Nurse</b>	\$60.75	\$66.83	\$60.75	\$91.13

## 2. Rate Schedule #2 – NON EMERGENCY RATE

**NON-EMERGENCY RATE: As-Needed, Temporary Traveling Nurse Registry Personnel for the San Francisco Department of Public Health**

	<b>12 Hour Shift Base Rate (per Hour)</b>	<b>Night Shift Base Rate (per Hour)</b>	<b>8 Hour Base Rate (per Hour)</b>	<b>Overtime Rate (per Hour)</b>
<b>Registered Nurse: Specialty 1 (Operating Room, Critical Care, Emergency Department, NICU, Labor &amp; Delivery, Cath Lab, PeriOp, Acute HD, Radiology, Peds, Tele)</b>	\$100	\$120	\$ 100	\$ 150
<b>Registered Nurse: Non Specialty</b>	\$80	\$88	\$80	\$120
<b>Licensed Vocational Nurse</b>	\$40	\$50	\$40	\$60