

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of July 15, 2020 in San Francisco, California, by and between Cross County Staffing, Inc. 5201 Congress Avenue, Suite 100B, Boca Raton, FL 33487 (“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 and increase the contract amount;  
and

WHEREAS, approval of this Amendment was obtained when the Board of Supervisors approved the following Resolution No: \_\_\_\_\_, File No: \_\_\_\_\_; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”) issued on April 2019 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 49137-14/15 on 8/03/2020;

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 July 1, 2019 (Contract ID# 1000014620), between Contractor and City, as amended by the:

First Amendment, dated June 24, 2020

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 **Section 2.1.** Section 2.1 Term of the Agreement of the Original Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2019 and expire on December 31, 2020, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.

2.2 **Section 2.2.** Section 2.2 The City has four options to renew the Agreement for a period of one year 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: 07/01/2020-06/30/2021 Exercised option for 6 months through 12/31/2020
- Option 2: 07/01/2021-06/30/2022
- Option 3: 07/01/2022-06/30/2023
- Option 4: 07/01/2023-06/30/2024

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

**Section 2.2.** Section 2.2 The City has four options to renew the Agreement for a period of one year 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: 07/01/2020-06/30/2021 Exercised remaining option for the last 6 months through 6/30/2021
- Option 2: 07/01/2021-06/30/2022 Exercised
- Option 3: 07/01/2022-06/30/2023 Exercised
- Option 4: 07/01/2023-06/30/2024 Exercised

2.3                    **Section 3.3.1.** Section 3.3.1 “Payment” of the Agreement currently reads as follows:

3.1.1                    **Payment.** Contractor shall provide an invoice to the City on a monthly basis for 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 Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Eight Hundred Forty Thousand Dollars (\$9,840,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. 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.

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

3.1.1                    **Payment.** Contractor shall provide an invoice to the City on a monthly basis for 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 Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Forty One Million Two Hundred Thousand Dollars (\$41,200,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. 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.

2.4                    Delete Appendix B of the original agreement and replace it with the attached Appendix B, dated July 1, 2020.

**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:

\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Alaric Degrafinried  
City Purchaser and Director of the Office of  
Contract Administration

CONTRACTOR

Cross Country Staffing, Inc.

DocuSigned by:  
*Bessie Petroutsas*  
9601675C87EB4E0

\_\_\_\_\_  
Bessie Petroutsas  
Corporate Counsel  
5201 Congress Avenue, Suite 100B  
Boca Raton, FL 33487

Supplier ID number: 0000022073

## 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 – Rate Schedule

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$41,200,000** 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 executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. 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.

The maximum dollar for each term and funding source shall be as follows:

<b>Contract Term</b>	<b>Estimated Amount</b>
7/1/2019 - 12/31/2020	9,840,000.00
1/1/2021 - 6/30/2021	4,000,000.00
7/1/2021 - 6/30/2022	8,000,000.00
7/1/2022 - 6/30/2023	8,000,000.00
7/1/2023 - 6/30/2024	8,000,000.00
<b>Subtotal</b>	<b>37,840,000.00</b>
Contingency	3,360,000.00
<b>Not to Exceed Amount</b>	<b>41,200,000.00</b>

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.