SCO ID: 4265 1911088

	IIA - DEPARTMENT OF GENERAL SERVICES	AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (IF	Applicable		
STANDARD A0 STD 213 (Rev. 03/2019		19-11088	PORCHASING AUTHORITI NUMBER (II	Applicable)		
	s entered into between the Contracting Agen	cy and the Contractor named below:				
CONTRACTING AGENC	CY NAME	eren er				
California Departi	ment of Public Health					
CONTRACTOR NAME						
Citiguard Inc.						
2. The term of this A	greement is:					
04/06/2020						
THROUGH END DATE 9/30/2020						
\$250,000.00 Two Hundred Fift	nount of this Agreement is: y Thousand Dollars and Zero Cents					
4. The parties agree	to comply with the terms and conditions of	the following exhibits, which are by this	reference made a part of the Agreem	ent.		
Exhibits		Title		Pages		
Exhibit A	Scope of Work			2		
Exhibit B	Budget Detail and Payment Provisions					
Exhibit C	Additional Provisions			5		
+ Attachment	1 Citiguard Security Service Agreement					
These documents can	asterisk (*), are hereby incorporated by reference to be viewed at https://www.das.ca.gov/OLS/Res	ources	ched hereto.			
IN WITNESS WHERI	EOF, THIS AGREEMENT HAS BEEN EXECUTED					
		CONTRACTOR				
CONTRACTOR NAME CITIGUARD	(if other than an Individual, state whether a corpor	ation, partnership, etc.)				
CONTRACTOR BUSINI		CITY	STATE	2IP 91324		
9301 Corbin Ave	Suite 1800	Northr	idge CA	31524		
PRINTED NAME OF PE Sami Ullah	RSON SIGNING		Sr. Security Consultant/ President			
CONTRACTOR AUTHO	DRIZED SIGNATURE	DATESI	DATE SIGNED // 1/2020			
		C	19/16/2020			
		STATE OF CALIFORNIA				
CONTRACTING AGEN California Depart	CY NAME // ment of Public Health					
CONTRACTING AGENCY ADDRESS			STAT	E ZIP 95814		
1616 Capitol Ave	nue, Suite 74.262, MS 1802	Sacrar	mento CA	95014		
PRINTED NAME OF PERSON SIGNING			rement Officer			
Tim Bow						
CONTRACTING AGENCY AUTHORIZED SIGNATURE			4/16/2020			
Dinla	TAN					
CALIFORNIA DEPART	MENT OF GENERAL SERVICES APPROVAL	EO N-	TION (IF Applicable) 25-20 COVID-19/Proclamation of gency/PCC 1102	A State of		

Exhibit A Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Contractor will provide the CDPH with services as identified in the Management Agreement 19-11070 Multi Party Agreement: Kaiser Foundation Hospitals, Dignity Health, and Los Angeles County Department of Health, dated March 31, 2020 in accordance with Section 2.2 "Operational Plan" and, as applicable:

- Section 4.2 ("Equipment, PPE, Inventory and Other Supplies"),
- Section 4.4 ("Staffing"),
- Section 4.7 ("Pharmacy"),
- Section 4.12 ("IT Solutions"),
- Section 4.13 ("Utilities and Waste").

The Management Agreement dated March 31, 2020 (the "Agreement") is incorporated by reference and made a part of this Agreement.

2. Service Location

The services shall be performed at St. Vincent Medical Center, located at 2131 West 3rd Street, Los Angeles, California 90057.

3. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Attention: Cassie Dunham California Dept. of Public Health Licensing and Certification Program P.O. 997377, MS 3001 Sacramento, CA 95899-7377	Citiguard Inc. Attention: Sami Ullah President 9301 Corbin Ave, Suite 1800 Northridge, CA 91324
Telephone: (916) 324-1261	Telephone: (310) 877-0989
Email: cassie.dunham@cdph.ca.gov	Email: sami@citiguardinc.com

B. Direct all inquiries to:

California Department of Public Health

Attention: Jen Hill

California Dept. of Public Health Licensing and Certification Program 1616 Capitol Avenue, MS 3202

Sacramento, CA 95814

Citiguard Inc.

Attention: Sami Ullah

President

Sr. Security Consultant

9301 Corbina Ave, Suite 1800

Northridge, CA 91324

Telephone: (916) 552-8722

Email: Jennifer.Hill3@cdph.ca.gov

Telephone: (310) 877-0989

Email: sami@citiguardinc.com

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address

Contractor: Citiguard Inc.

Attention "Cashier":

Address: 9301 Corbin Ave, Suite 1800

Northridge, CA 91324

(310) 877-0989

Fax: N/A

sami@ciriguardinc.com

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit B Budget and Payment

1. Invoicing.

- 1.1 The State will not reimburse the Contractor for costs incurred prior to the commencement date or after the expiration date of the Agreement.
- 1.2 The Contractor shall submit, not more frequently than once a week, and no less than monthly, an invoice to CDPH for costs incurred pursuant to this Agreement. Each invoice shall contain the following:

Agreement # 19-11088

Attention: Jen Hill

California Department of Public Health

Center for Health Care Quality, Licensing and Certification Program

MS 3001

PO Box 997377

Sacramento, CA 95899-7377

1.3 All documentation to support expenditure submissions for reimbursement must be submitted to the State at least five (5) business days prior to the desired payment date. The documentation shall be provided, if possible, in accordance with generally accepted accounting principles and shall include any: timesheets, purchase documents, receipts, bank statements from accounts used to pay for facility operations, copies of pay checks, etc.

2. Compensation

2.1 Compensation for Contractor under this Agreement shall not exceed \$250,000.00

Exhibit C Additional Provisions

1. No Assignment.

1.1 This Agreement may not be assigned. No subcontracts may be used in performance of the Contractor's duties without prior written approval from the State project representative. The Contractor must request approval for a subcontract at least five (5) business days before the effective date of the subcontract.

2. Dispute Resolution Process.

2.1 Any dispute concerning a question of fact arising under the terms of this Agreement that is not disposed of within ten (10) calendar days by the Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the designated representative for the Contractor and the Secretary of CDPH (or designated representative) for joint resolution.

3. Termination/Cancellation.

- 3.1 The State reserves the right to terminate or cancel this Agreement with or without cause upon ten (10) calendar days written notice.
- 3.2 Upon mutual agreement between the State project representative and the Contractor project representative, this Agreement shall be terminated at any time.
- 3.3 Contractor agrees to not cease operations of the Hospital or Designated Space until all patients and residents have been relocated.

4. Miscellaneous Provisions.

- 4.1 This Agreement may be modified or amended in writing only, signed by the parties in interest at the time of the modification. No waiver of any term, provision, or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition, or right granted hereunder.
- 4.2 This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

5. Federal Emergency Management Agency (FEMA) Requirements

5.1 Changes

Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the Agreement if both Parties approve in writing.

5.2 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.3 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.4 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's action pertaining to this contract

- 5.5 Clean Air Act
 - 5.5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 5.5.2 The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 5.5.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 5.6 Federal Water Pollution Control Act
 - 5.6.1 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - 5.6.2 The Contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 5.6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 5.7 Debarment and Suspension

- 5.7.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 5.7.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.7.3 This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5.7.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 5.8 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
 - 5.8.1 Contractor who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Enclosed as **Attachment 1** to this Exhibit D is a copy of the Certification Regarding Lobbying that will be signed and submitted by Contractor at the execution of this Agreement.

5.9 PROCUREMENT OF RECOVERED MATERIALS

- 5.9.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 5.9.1.1 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- 5.9.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 5.9.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;
- 5.9.2.2 Meeting contract performance requirements; or
- 5.9.2.3 At a reasonable price.

EXHIBIT D Attachment 1

CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Name and The or Contractor 3 Admon2ed Chiciar
Date



9301 Corbin Ave Ste 1800 Northridge, CA 91324 Tel: (818) 456 - 4601 Fax: (877) 765 - 0955 info@citiguardinc.com

Dated: April 6, 2020

CLIENT SERVICE ADDRESS

CLIENT BILLING AND NOTIFICATION ADDRESS

St. Vincent Medical Center		PERMANENT	PERMANENT State of California Los Angelas Surge Ho			ospital		
Name			Name _I TEMPORARY □ <u>I</u>		Name Program Support Branch, MS 1800-1804 P.O. Box 997377			
2131 W. 3rd St.		TEMPORARY						
Street				Street				
Los Angeles	CA, 90057	UNARMED		Sacramento		CA,	95899-7737	
City	State Zip code			City Jennifer Hill	or Rachel	State Lee	Zip code	
Kelly Martinez on behalf of the	he State of California	ARMED						
Contact Name/Title				Contact Name/Title Jennifer.hill3@cdph.	ca.gov]	Rachel.lee3@cdph.ca.g	
951-310-0452	kelly@hallstainc.com	PATROL					(0.1.4) 550 0500	
Phone	Email	TI		(916) 650-6411			(916) 552-8709	
SERVICE RATES				of Invoices to Jenni				
Classification	On-Site Service	95899-7377	Bran	ch, MS 1800-1804, F	.O. Box 95	9/3//	- Sacramento, CA	
Straight Time	\$26.00 Per Hour				,			
Holidays								
Overtime rates will apply Day, Memorial Day, Inde for labor disputes or natu	pendence Day, Labor Da	ay, Thanksgiving and 0	Christn	nas; and work on any	additional			
Additional Charges	N/A	N/A		N/A N	N/A		N/A	
g	Detex Scanner	Radio/Cell Phone	Go		enefits		Citi Trac	
Additional Holidays	N/A							
Service Dates & Time	es:						_	
Services will begin: TB Schedule as follow: Tw Instructions:		7) days a week, twen	nty-fou	r (24) hours per da	y.			
Please list all detailed	instructions here.							
Additional Information								
Client will be on a seve	en (7) day payment ba	asis.						
Security Services shall co	ommence on <u>TBA</u> and sl	nall continue until term	inated	upon 30 days prior v	vritten notic	e by ei	ther party.	
SECURITY SERVICES ACC		TO TERMS AND CONDI	TIONS		CITIGU	ARD		
					Security C	onsult	ant	
Authorized Representative				Authorized Represen				
				9301 Corbin Ave	, Suite 18	00		
Signature				Northridge, CA, 9	21324			
o.g.iatai o				City, State, Zip	71027			
				(818) 456-4601	(87	7) 765	i-0955	
Title	Date			Telephone	Fax	,		

TERMS AND CONDITIONS

- 1. RATES: All rates and prices stated on the reverse side of this agreement are guaranteed and shall not be adjusted unless one of the following occurs:
 - (a) Client and company mutually agree to adjust or amend this agreement.
 - (b) There is a raise in the minimum wage scale, which, by law all parties must adhere to.
- 2. Payment: Invoices will be submitted to client on a BI-weekly basis at the address shown on this agreement. All invoices are payable upon receipt. Client shall submit payments to the company at the address shown on the invoice. CITIGUARD reserves the right to add a late charge of 3% per month for any account, which has not been paid within 15 days from the date of the invoice. Client shall pay for all reasonable attorney fees and all other cost of collection that may be incurred by CITIGUARD to collect any unpaid amounts.
- 3. Employees: (a) Personnel supplied by CITIGUARD are its employees and are not client's. CITIGUARD is solely responsible for social security, unemployment and similar taxes applicable to its employees.
 - (b) CITIGUARD is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973 as amended: Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and related regulations. CITIGUARD employees will be assigned without regard to race, age, color, creed, sex, national origin, and handicap, conditions that do not impair job performance or veteran status.
 - (c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at clients request, Client agrees to indemnify and hold CITIGUARD harmless from all claims, demands, liabilities, judgment, losses, suits, damages, fines, penalties, and expenses, including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from
- **4. HIRING**: Client agrees that it will not, directly or indirectly, hire or employ any CITIGUARD employee assigned to client while such employee is employed by CITIGUARD or for one year thereafter.
- 5. LIABILITY AND INDEMITIES: CITIGUARD agrees to provide and maintain Worker's Compensation Coverage for its officers. In addition, company maintains its own General Liability Insurance. It is understood and agreed between Client and CITIGUARD that CITIGUARD is not an insurer and that rates quoted and paid for a patrol officer service to help deter risks of loss and/or damage to client property and such rates are not related to the value of real or personal property protected. CITIGUARD makes no guarantee, implied or otherwise, that no loss will occur or that the service supplied will deter or prevent losses or occurrences which the service is designed to help avert or detect. Client shall indemnify and hold CITIGUARD harmless from any loss, demand, claim, liability, cause or action or judgment including but not limited to, injury or death to a person, or loss or damage to property, whether or not well grounded and whether or not any negligence, misconduct, or breach of duty performance by any CITIGUARD staff is alleged to have contributed thereto, in whole or in part. Client shall also reimburse CITIGUARD for all legal expenses CITIGUARD incurs in defending itself against any such claims which client fails to defend, together with any legal expenses CITIGUARD incurs in enforcing any other terms, conditions or promises of this agreement. If, a client request, CITIGUARD employees are requested to perform any duties or operate any equipment, other than what has been agreed to in writing under this Agreement, Client agrees to assume all liability and responsibility of said duties and/or equipment. Client shall assume all risk of loss and physical damage to its facility, plant, equipment, property, and/or person(s) occurring as a result of fire or other major/minor casualty, and client waives any right of recovery and its insurer's rights of subrogation against company for any loss or damages resulting from such risks. The services provided under this agreement are solely for the benefits of the Client, and neither this agreement nor any service rendered hereunder shall give rise to or shall be construed so as to confer any rights on any other party as third party beneficiary or otherwise, and Client agrees to indemnify CITIGUARD against any claims by such third party.
- **FORCE MAJEURE**: The obligations of CITIGUARD hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or even beyond company's reasonable economic control.
- 7. HAZARDOUS AND/OR DEFECTIVE MATERIALS/CONDITIONS: client agrees and understands that the responsibility to meet and comply with OSHA Hazard Communication Standards solely belongs to Client. Client will indemnify and Hold CITIGUARD harmless from all claims, including the injury to CITIGUARD employees arising out of a condition existing at Client's Premises or Client's violation of any safety or health-related law or regulation.
- 8. INSURANCE: Client agrees to assume all risk of loss or damages to its premises, business and property and property of others on Client's premises occurring as a result of fire, theft, or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, client waives its right of recovery against CITIGUARD for any such loss or damage, however caused.
- **9. PROPERTY**: Any and all property, equipment, supplies, etc. furnished by CITIGUARD and described on this Agreement are, and shall remain the sole property of CITIGUARD and CITIGUARD shall at all times during and after the term of this agreement have the sole right to install, maintain, and remove such property, equipment, and supplies.
- 10. SCOPE OF SERVICE: This agreement and written schedule of guard assignments, patrol inspections and post orders, which collectively set forth the Security Service to be performed, may be changed with the written approval of CITIGUARD. Other amendments to this agreement must be in writing and signed by authorized representatives of parties hereto. IF there is any conflict between the terms of any other documents and this Agreement, this Agreement shall control.
- 11. ENTIRE AGREEMENT AND INTERPRETATION: This agreement constitutes the entire agreement and understanding between the parties, and no representation, inducements, promises, or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the state of its performance and, if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
- **DEFAULT**: CITIGUARD may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law or if Client makes or threatens to make an assignment for the benefit of creditors.