

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11087

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Hallsta 360, Inc. dba Hallsta

2. The term of this Agreement is:

START DATE

4/10/2020

THROUGH END DATE

9/30/2020

3. The maximum amount of this Agreement is:

\$250,000.00

Two Hundred Fifty 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 Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	Additional Provisions	5
+ Attachment - 1	Consulting Services Proposal	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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.)

Hallsta 360, Inc. dba Hallsta

CONTRACTOR BUSINESS ADDRESS

PO Box 801238

CITY

Santa Clarita

STATE

CA

ZIP

91380

PRINTED NAME OF PERSON SIGNING

Renee Fields

TITLE

Chief Operation Officer

CONTRACTOR AUTHORIZED SIGNATURE

Renee Fields

Digitally signed by Renee Fields
Date: 2020.04.14 13:54:34 -07'00'

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow

Digitally signed by Timothy Bow
Date: 2020.04.14 14:28:21 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EO N-25-20 COVID-19/Proclamation of A State of
Emergency/PCC 1102

**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 Telephone: (916) 324-1261 Email: cassie.dunham@cdph.ca.gov	Hallsta 360, Inc. dba Hallsta Attention: Renee Fields Chief Operations Officer Hallsta PO Box 801238 Santa Clarita, CA 91380 Telephone: (661) 312-8117 Email: renee@hallstainc.com
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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 Telephone: (916) 552-8722 Email: Jennifer.Hill3@cdph.ca.gov	Hallsta 360, Inc. dba Hallsta Attention: Renee Fields Hallsta PO Box 801238 Santa Clarita, CA 91380 Telephone: (661) 312-8117 Email: renee@hallstainc.com
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Hallsta
Attention "Cashier":
PO Box 801238
Santa Clarita, CA 91380
(661) 312-8117
Fax: N/A
renee@hallstainc.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 # 19-11087

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

Date



April 4, 2020

LA Surge Hospital
on behalf of the State of California
Julie Sprengel, Acting CEO
C/O 2131 West 3rd Street
Los Angeles, CA 90057

RE: St. Vincent Hospital — Los Angeles Surge Hospital, Hospital Activation & Operations

Dear Ms. Sprengel:

Hallsta is pleased to present this proposal for Consulting Services for the LA Surge Hospital at Saint Vincent Medical Center.

1. Contracting Parties:

1. Client:

LA Surge Hospital on behalf of the State of California
C/O 2131 West 3rd Street
Los Angeles, CA 90057

2. Consultant:

Hallsta, Inc.
PO Box 801238
Santa Clarita, CA 91380

2. Scope of Services:

It is the intent of the Client to activate Saint Vincent Medical Center as the LA Surge Hospital to treat COVID-19 patients. Hallsta will provide consulting services for the activation and operations of the hospital.

3. Schedule:

Services shall be performed upon execution of this agreement with an Effective Date of April 6, 2020, and continue until terminated by Client. Client and Consultant are aware that factors outside the Consultant's control may affect the Consultant's ability to complete the services under this agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices. Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays or causes beyond the Consultant's control. For the purpose of this agreement, such causes include, but are not limited to severe weather disruptions, or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractor or Consultants; or discovery of any hazardous substances or differing site conditions.

4. Compensation:

In consideration of the services provided by Consultant, commencing the Effective Date:

1. Client shall pay to the Consultant \$50,000 per month, plus reimbursable out of pocket expenses (section 4.2).
2. Reimbursable expenses, including, but not limited to travel, lodging, and rental car will be in addition to the hours worked and maximum fee per month. Consultant will be reimbursed for all expenses at cost + 0% mark-up, per section 6 of this agreement.
5. Additional Services:
Consultant shall provide additional services only when authorized in writing (or by e-mail) by the Client.
 1. Compensation for additional services performed by the consultant shall be calculated on the basis of hours expended to perform the services. Consultant shall invoice Client for the labor of Consultant's personnel as outlined in Amendment A of this agreement. Any Consultant's consultant shall be billed at actual amounts invoiced to Consultant.
6. Payment:
Consultant shall submit invoices on a monthly basis. Payment shall be made by Client to Consultant within 30 days of receipt of invoice. Any amount not paid within 45 days is subject to interest at the rate of 0.5% per month.
7. Termination:
Either party may terminate this agreement upon thirty days written notice. In the event of termination, the Consultant shall be compensated for services performed prior to the termination, including reimbursable expenses due.
8. Attorney's Fees:
In the event of any disputes arising out of the negotiation, implementation, performance, or termination of this agreement, the party that is determined to be the prevailing party may recover from the other party, the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorney's fees. Such disputes will take place in Los Angeles, California, and will apply to the laws of the State of California.

We appreciate the opportunity to work with you on this project. If the scope and fee outlined herein are acceptable, please return one copy of this proposal to Hallsta, for our files, with an authorized signature on behalf of LA Surge Hospital on behalf of the State of California. Thank you for your trust in Hallsta and we look forward to a successful project completion.

Acceptance of this Proposal Agreement shall be validated by Client's signature below.

Client:



Julie Sprengel, Acting CEO



Date

Consultant:



Kelly Martinez, Hallsta

April 04, 2020

Date