

**AGREEMENT FOR PROFESSIONAL SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) is made and effective as of the 4th day of November 2025 by and between the **CITY OF BEAUMONT**, a California municipal corporation (“City”) whose address is 550 E. 6th Street, Beaumont, California 92223, and **CARE SOLACE, INC.**, a Delaware corporation whose address is 120 Birmingham Drive, Suite 200, Cardiff, California 92007 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to engage Contractor to provide the following services described in more detail in **Exhibit “A”** (hereinafter referred to as the “**Proposal**” and “**Scope of Services**”): Provide a web-based navigation system to assist its clients and the City’s residents, businesses, and any other individuals within the City (together, “**Authorized Users**”) in locating and connecting with mental health treatment providers and community based social services.

B. Contractor further agrees to manage and provide such services (defined below) through a web-based services management platform branded with City’s name (the “**Platform**”) on the terms and conditions set forth in this Agreement; and

C. Contractor has made a Proposal to the City to provide such professional services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

D. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement.

1.1 **Effective Date.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein.

1.2 **Service Start Date.** Following an onboarding process, Contractor will commence the provision of Services on a go-live date that is mutually agreeable to the Parties, as set forth in Exhibit A (“**Service Start Date**”).

1.3 **Term.** Notwithstanding anything in this Agreement to the contrary, the initial term shall be for one (1) year from effective date (“**Initial Term**”), with two (2) one-year automatic extensions (each, a “**Renewal Term**”) (hereinafter collectively referred to as the “**Term**”) unless notice is given to terminate per Section 1.4 below. The Agreement shall automatically terminate after three (3) years unless extended by the parties with the prior approval of City’s City Council or authorized representative.

1.4 **Continuity of Services.** To ensure continuity of Services, Contractor will continue to provide the Services for a grace period of ninety (90) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new agreement beginning after this grace period shall be retroactive to the expiration date. In the event the Parties do not agree to renew this Agreement for a Renewal Term or negotiate a new agreement, Contractor shall have the right to issue an invoice for Services rendered during the aforementioned grace period and City agrees to pay.

2. **Services to be Performed.** Contractor agrees to provide the services (“**Services**”) as identified in the Proposal and Scope of Services.

2.1 Services include a non-exclusive, non-transferable right to access and use the Platform during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement (collectively, the “**Services**”). Such use is limited to City’s internal use. For purposes of this Agreement, Authorized Users shall also include employees, consultants, contractors, and agents of City: (a) who are authorized by City to access and use the Services under the rights granted to City pursuant to this Agreement; and (b) for whom access to the Services have been licensed hereunder.

2.2 In instances which may involve a covered transaction under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) Contractor will only provide the Services to an Authorized User after obtaining written consent under HIPAA and written agreement to Contractor's Terms and Conditions. Contractor reserves the right to deny, and will deny, any Services to City Authorized Users who do not provide such consent and agreement.

2.3 All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Anita Ward as Contractor’s

Representative responsible for overseeing the Services provided by Contractor (“Contractor’s Representative”). City designates the City Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

2.4 Contractor is Not a Treatment Provider Nor a Crisis Response Team.

Contractor is not a mental health treatment provider nor a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. No provider-patient relationship is formed by provision of the Services to an Authorized User. Rather, Contractor acts solely as a coordinator by connecting Authorized Users to Treatment Providers (as defined below). Contractor is not a crisis response team. Contractor does not represent, warrant or guarantee that Treatment Providers or community-based social services are of a particular quality. Contractor shall not be liable for the quality of care provided by Treatment Providers or community-based social services.

2.5 License. Subject to the terms and conditions contained in this Agreement, Contractor hereby grants to City a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for City’s internal business purposes in connection with its use of the Services. For purposes of this Agreement, “**Documentation**” means user manuals, handbooks, and guides relating to the Services provided by Contractor to City either electronically or in hard copy form. City shall designate one of its employees as its principal contact for communicating with Contractor regarding technical issues in the provision of the Services and shall notify Contractor of such designation in writing within fifteen (15) days of the execution of this Agreement. City may change its principal contact from time to time by providing written notice to Contractor.

2.6 Use Restrictions. City agrees that it and its Authorized Users’ use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, City and its Authorized Users will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover or copy the Services or Documentation; (b) modify, translate, or create derivative works based on the Services or Documentation; (c) copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Documentation; (d) use the Services or Documentation for timesharing or service bureau purposes; (e) provide or use the Services or Documentation for the benefit of a third party; (f) remove any proprietary notices or labels from the Services or Documentation; or (g) use the Services or Documentation for any purpose not permitted by this Agreement.

2.7 **Aggregated Data.** Contractor will provide to City the following de-identified information collected from the Services: number of visitors, matches (as defined below), and phone appointments. If City desires to obtain personally identifiable information from Contractor related to a particular Authorized User's use of the Services, City shall obtain and deliver to Contractor a duly executed written authorization from the Authorized User, or their legal guardian if applicable, in a form that complies with applicable law.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City.

4. Compensation.

4.01 Contractor shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Contractor under this Agreement are based solely on what the City receives per year from the Opioid Settlement Funds or the per capita (i.e., Annual pricing for the City of Beaumont is based on a fee of \$1.00 per resident/per year), whichever is less. In no instance shall the compensation exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000) per year, and in no event shall the total compensation exceed One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000) for the three-year term.

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor

shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate; Contractor agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [] (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”. The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions

in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor’s proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the

shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1776 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

13.11 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.13 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.14 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.15 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.16 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.17 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

13.18 Notices. All notices must be in writing and addressed to the relevant party at the address below, or to such other address such party specifies in accordance with this Section. All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, or such other form of communication agreed upon between the parties. Notice is effective upon receipt.

If to City:

City of Beaumont

550 E. 6th St.

Beaumont, California 92223

Attn: Elizabeth Gibbs, City Manager

Email: egibbs@beaumontca.gov

If to Care Solace:

Care Solace, Inc.

120 Birmingham Drive, Suite 200

Cardiff, California 92007

Attn: Chad Castruita, Chief Executive Officer

Email: chad.castruita@caresolace.org

Any party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other party.

14. Confidentiality. The parties desire to establish terms governing the use and protection of certain confidential information one party (“**Owner**”) may disclose to the other party (“**Recipient**”). For purposes of this Agreement, the term “**Confidential Information**” means (a) the terms and conditions of this Agreement, subject to a valid request under the California Public Records Act (“CPRA”), (b) non-public aspects of Contractor’s Platform and the operation thereof, the Services, and Contractor’s business and technical information and data, and (c), City’s information or other data processed, stored, or transmitted by Contractor (“**City Data**”). In addition, Confidential Information includes information which is disclosed by an Owner or an affiliate of the Owner to a Recipient in documentary or other tangible form bearing an appropriate

label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees, agents, or contractors who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information. The requirements of this Section shall prevail over any Confidentiality Agreement between the to the extent the Confidentiality Agreement conflicts with the requirements of this Section.

(a) The Parties acknowledge that City is subject to the California Public Records Act (Cal. Gov. Code § 6250 et seq.) and other public disclosure laws. The scope of Confidential Information under this Agreement shall be reviewed and interpreted to ensure it does not conflict with the City's obligations under the CPRA or other applicable public disclosure laws. In the event of a public records request that may include information designated as Confidential Information by Contractor, City shall promptly notify Contractor of such request and provide Contractor with a reasonable opportunity to seek a court order preventing disclosure. Nothing in this Agreement shall require City to violate applicable law regarding public access to records.

15. Data Privacy and Security.

15.01 **Compliance with Laws.** Contractor and City agree to comply with all applicable federal and state data privacy laws and requirements, which may include, without limitation; the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 ("**COPPA**"); the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"); the California Consumer Privacy Act (**CCPA**) / **CPRA**); the Welfare and Institutions Code (WIC) §§ 5328 et

seq.; the Information Practices Act (IPA) – Civil Code §1798 et seq.; the Family Educational Rights and Privacy Act (**FERPA**); the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”); regulations promulgated thereunder including, without limitation, 45 C.F.R. Parts 160 and 164, and as may be amended from time to time; and the California Medical Information Act (“**CMIA**”) (collectively, “**Privacy Laws**”).

Contractor and City each agree that City personnel may have access to Protected Health Information (hereinafter “**PHI**”) that is subject to the requirements of HIPAA (codified at 45 C.F.R. Parts 160, 162, and 164 and related regulations). In the event that: (i) City is considered to be a HIPAA covered entity; (ii) Contractor is considered to be a HIPAA business associate; and (iii) Authorized Users are providing PHI to Contractor, then Contractor warrants that it will appropriately safeguard PHI (as that term is defined in 45 C.F.R. 160.103), and agrees that to the extent it applies, Contractor will comply with the provisions of 45 C.F.R. 164 Subpart E regarding use and disclosure of PHI. Contractor and City shall execute a Business Associate Agreement.

15.02 Notice of Privacy Policy. The Platform will include links to Contractor’s Notice of Privacy Policy and Terms of Use.

15.03 Security. Authorized Users will be solely responsible for acquiring and implementing technology policies and procedures that maintain the security of their internet connections. As part of the Services, Contractor shall implement commercially reasonable security procedures consistent with prevailing industry standards to protect information provided by City and Authorized Users from unauthorized access.

15.04 Unauthorized Access. Contractor will monitor City’s and Authorized Users’ usage of the Platform and Services. Contractor will promptly report to City any unauthorized access to data or information provided by City to Contractor upon discovery of such access by Contractor, and Contractor will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. If Contractor was solely responsible for the security breach and to the extent that Contractor is required by law or statute to notify individuals whose information was provided to Contractor by City, Contractor shall be solely responsible for all such notifications at its expense. In the event City was solely responsible for the breach, City shall reimburse Contractor for any expenses incurred by Contractor in assisting City, upon reasonable request, with any required notifications to affected individuals. If Contractor and City are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a “Dispute” subject to the dispute resolution provisions set forth in this Agreement.

(a) In the event of any dispute, claim, or controversy arising out of or relating to a data breach, unauthorized access incident, or the allocation of responsibility or

expenses under this Section, the parties shall first attempt in good faith to resolve the matter through informal discussions between their designated representatives. If the parties are unable to resolve the dispute within thirty (30) days of written notice by either party, the dispute shall be elevated to senior management of both parties for further good faith negotiations.

If the parties are still unable to resolve the dispute after an additional thirty (30) days, either party may pursue any remedy available at law or in equity in a court of competent jurisdiction in Riverside County, California. Pending resolution of any such dispute, both parties shall continue to perform their respective obligations under this Agreement to the extent not in dispute.

16. Representations and Warranties.

16.01 **Contractor.** Contractor represents and warrants that it will comply with all applicable federal and state laws and the terms and conditions of this Agreement, and that it does not hold an ownership interest in any of the practices or businesses of the behavioral health or other health care professionals (“**Treatment Providers**”) to which it refers. In the event of any breach by Contractor of the foregoing representations and warranties, City will provide written notice of the breach to Contractor with a thirty (30) day option to cure, if practicable, depending on the nature of the breach.

16.02 **City.** City represents and warrants that: (a) any information it provides to Contractor does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations as set forth in this Agreement and the use of the Services by City and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties.

16.03 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CONTRACTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR RISK OF INJURY TO

CITY OR ANY AUTHORIZED USER'S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

By: _____

Attn: Elizabeth Gibbs, City Manager

Date: _____

CONTRACTOR:

CARE SOLACE, INC.

By: Anita Ward

Attn: Anita Ward, Chief Growth Officer

Date: 10-24-2025

ATTEST:

By: _____

Nicole Wheelwright, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

John O. Pinkney, City Attorney

Date: _____

EXHIBIT "A"
PROPOSAL
and
SCOPE OF SERVICES AND FEES

1. Services:

a. Software-as-a-Service. Care Solace will provide a software-as-a-service offering in the form of the Platform, through which City and its Authorized Users will have access to the following Services:

"Care Coordination" Services. Through the Platform's **Care Match**® self-service portal, Care Solace will administer a screening and referral process, whereby Authorized Users or their legal guardians in need of mental health or other health care or social services are matched to Treatment Provider(s) or appropriate social service organizations.

Upon request by City, Care Solace will provide email/text templates for City to deliver to City residents to remind them of the Services and provide the URL for the Platform.

b. Care Companion™ Services. Care Solace will provide Authorized Users or their lawful guardians with telephone and email access to unlicensed administrative care coordinators ("**Care Companions**") who are trained in researching and addressing Treatment Provider availability and health insurance issues. Care Companions will be available to work directly with Authorized User or their lawful guardians 24 hours per day, 7 days per week, 365 days per year.

2. Service Start Date: November 1, 2025, for an Initial Term through October 31, 2026.

3. Fees and Invoicing:

City will pay Care Solace fees consisting of solely on what the City receives per year from the Opioid Settlement Funds or the per capita (i.e., Annual pricing for the City of Beaumont is based on a fee of \$1.00 per resident/per year), whichever is less. However, in no instance shall the compensation exceed the amount of One Hundred Thirty-Five Dollars and Zero Cents (\$135,000) for the 3-year term, which equates to Forty-Five Thousand Dollars and Zero Cents (\$45,000) per year. Fees will be invoiced thirty (30) days after commencement of services and annually thereafter for each Renewal Term.

EXHIBIT "B"
CERTIFICATES OF INSURANCE

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ADKFM-SFZYF-MVSSQ-ZTUBE

DOCUMENT COMPLETED BY ALL PARTIES ON
24 OCT 2025 13:12:50
UTC

SIGNER

ANITA WARD

EMAIL
ANITA.WARD@CARESOLACE.ORG

TIMESTAMP

SENT
24 OCT 2025 00:37:44

VIEWED
24 OCT 2025 13:12:35

SIGNED
24 OCT 2025 13:12:50

SIGNATURE



IP ADDRESS
24.240.17.176

LOCATION
NEWMAN, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
24 OCT 2025 13:12:35





BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

EXHIBIT "C"
BUSINESS ASSOCIATE AGREEMENT