

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”), dated and effective as of November 1, 2025 (“**Effective Date**”), is by and between City of Beaumont, California (**hereinafter “City” or “Covered Entity”**), and Care Solace, Inc., a Delaware corporation (**hereinafter “Care Solace” or “Business Associate”**). City and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, the Parties have entered into a business relationship whereby Business Associate has been engaged to provide certain services to Covered Entity pursuant to a separate agreement (the “**Services Agreement**”), and Business Associate receives, has access to, creates, maintains, or transmits protected health information in order to provide those services;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”); 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; the California Medical Information Act (“**CMIA**”) to the extent the CMIA is not preempted by HIPAA or HITECH; and other applicable data privacy and security laws and regulations (collectively the “**Privacy and Security Regulations**”);

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in the Privacy and Security Regulations; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in the Privacy and Security Regulations shall have the same meaning as set forth in those laws. A change to the Privacy and Security Regulations which modifies any HIPAA-defined term or which updates the citation for the definition shall be deemed incorporated into this Agreement.

1.1 “**Breach**” means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “breach” does not include the exceptions described in 45 C.F.R. § 164.402(1).

1.2 “**Business Associate**” has the meaning given to such term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.3 “**Covered Entity**” has the meaning given to such term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.4 “**Data Aggregation**” has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. § 164.501.

1.5 “**Designated Record Set**” has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. §164.501.

1.6 “**HITECH**” means the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

1.7 “**Individual**” has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.8 “**Protected Health Information**” and/or “**PHI**” has the meaning given to the term under HIPAA, including but not limited to, 45 C.F.R. § 164.103, and includes, without limitation, any PHI provided by Covered Entity to Business Associate as well as PHI created or received by Business Associate on behalf of Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction, or obligation in this Agreement related to the use of PHI shall apply equally to electronic PHI (“**EPHI**”).

1.9 “**Required By Law**” has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. § 164.103.

1.10 “**Secretary**” means the Secretary of the United States Department of Health and Human Services, or designee.

1.11 “**Services Agreement**” means the underlying agreement(s) that outline the terms of the services that Business Associate provides to Covered Entity.

1.12 “**Subcontractor**” has the meaning given to the term under HIPAA, including, but not limited to 45 C.F.R. § 164.103.

2. BUSINESS ASSOCIATE OBLIGATIONS

2.1 Request, Use, and Disclosure of PHI. Business Associate agrees that it will use and disclose PHI only in accordance with the terms of this Agreement or as is Required By Law. Business Associate acknowledges that it may use and disclose PHI obtained or created pursuant to the Services Agreement only if the use or disclosure is in compliance with each applicable requirement of HIPAA.

2.2 Permitted Requests, Uses, and Disclosures. Business Associate will not use or disclose PHI except for the purpose of performing Business Associate’s obligations to Covered Entity as described in the Services Agreement, consistent with the requirements of HIPAA and this Agreement, and for other uses and disclosures permitted under this Agreement. Business Associate will not request, use, or disclose PHI in any manner that constitutes a violation of HIPAA. To the extent that Business Associate is carrying out any of Covered Entity’s obligations under HIPAA, Business Associate will comply with all requirements of HIPAA that apply to a covered entity.

In accordance with 45 C.F.R. § 164.504(e)(4), Business Associate may request, use, or disclose PHI:

(a) as is necessary for the proper management and administration of Business Associate, or

(b) to carry out the legal responsibilities of Business Associate.

2.3 Business Associate may disclose PHI for these purposes, in accordance with the provisions of 45 C.F.R. § 164.504(e)(4)(ii), only if either:

(i) the disclosure is Required By Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom Business Associate discloses the PHI that the PHI will be kept confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3 Minimum Necessary Requirements. Business Associate will request, use, and disclose only the minimum amount of PHI necessary for Business Associate to perform the services for which it has been retained by Covered Entity. Business Associate agrees to comply with the Secretary's guidance regarding interpretation of the term "minimum necessary."

2.4 Administrative, Physical, and Technical Safeguards. Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI other than as provided by this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI. Business Associate acknowledges that HIPAA provisions regarding administrative safeguards, physical safeguards, technical safeguards, and policies and procedures and documentation requirements at 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 apply to Business Associate in the same manner as to Covered Entity and Covered Entity. Business Associate will comply fully with these provisions of HIPAA.

2.5 Unusable, Unreadable, or Indecipherable PHI. Business Associate will, to the extent feasible, adopt a technology or methodology specified by the Secretary pursuant to 42 U.S.C. § 17932(h) that renders EPHI unusable, unreadable, or indecipherable to unauthorized individuals.

2.6 Agents and Subcontractors. Prior to making any permitted disclosures, Business Associate will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to be bound by the same Privacy and Security Regulations that apply to Business Associate under this Agreement, including, but not limited to, those conditions relating to termination of the contract for improper disclosure. Further, Business Associate shall implement and maintain sanctions against agents and subcontractors, if any, that violate such conditions. Business Associate shall terminate any agreement with an agent or subcontractor, if any, who fails to abide by such obligations.

2.7 Reporting of Illegal, Unauthorized, or Improper Uses or Disclosures. Business Associate will report to Covered Entity any Breach by Business Associate or its agents or subcontractors within thirty (30) calendar days of obtaining knowledge of the Breach. The initial notification, to the extent feasible, will include the identification of each individual whose PHI has been or is reasonably believed to have been accessed, acquired, disclosed, or used during the Breach. As requested, Business Associate will provide Covered Entity with additional information in its possession to enable Covered Entity to comply with its Breach notification obligations. Business Associate will implement a reasonable system for discovery of Breaches.

2.8 Mitigation of Harmful Effect. Business Associate will take commercially reasonable actions to mitigate any harmful effect of a Breach and adopt additional or improve existing safeguards to prevent recurrence.

2.9 Access to PHI. Business Associate will make PHI contained in Designated Record Sets that are maintained by Business Associate or its agents or subcontractors, if any, available to Covered Entity for inspection and copying to enable a Covered Entity to fulfill its obligations under HIPAA. Business Associate will make PHI available for those purposes within ten (10) business days of receipt of a request from Covered Entity.

2.10 Amendments to PHI. Within ten (10) business days of receipt of a request from Covered Entity for an amendment of PHI or an Individual's record contained in a Designated Record Set, Business Associate or its agents or subcontractors, if any, shall make such PHI available to Covered Entity for amendment and shall incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.526. If an Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, if any, Business Associate will notify Covered Entity in writing within ten (10) business days of the request. Any approval or denial of an amendment of PHI maintained by Business Associate or its agents or subcontractors, if any, shall be the responsibility of Covered Entity. Upon the approval of Covered Entity, Business Associate shall appropriately amend the PHI maintained by it or its agents or subcontractors.

2.11 Accountings of Disclosures of PHI.

a. Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures as necessary to fulfill Covered Entity's obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.528.

Notwithstanding Section 4.3 below, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.11 for a period of seven (7) years after termination of the Agreement.

b. Within ten (10) business days of notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and any agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.528. If a request for an accounting is made directly to Business Associate or its agents or subcontractors, Business Associate will notify Covered Entity of the request within ten (10) business days of having received the request. Business Associate will make available to Covered Entity the information required to provide the requested accounting of disclosures. Business Associate will not make any accounting of disclosures directly to an Individual, unless required to do so by law.

2.12 Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity and Business Associate's compliance with HIPAA. Business Associate will notify Covered Entity regarding any PHI that Business Associate provides to the Secretary concurrent with providing the requested PHI to the Secretary. Upon request by Covered Entity, Business Associate will provide Covered Entity with a copy of the requested PHI.

3. COVERED ENTITY OBLIGATIONS

3.1 Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) of which Covered Entity is aware in Covered Entity's required notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.2 Notification of Restrictions on PHI Use or Disclosure. Covered Entity shall notify Business Associate of any restriction of which Covered Entity is aware regarding the use or disclosure of PHI that Covered Entity has agreed to or must comply with to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.3 Notification of Changes or Revocations of Permission. Covered Entity shall provide Business Associate with notice of any grant of, change to, or revocation of permission by Individual to use or disclose PHI within a reasonable period of time after Covered Entity becomes aware of such occurrence to the extent that such event may affect Business Associate's permitted uses or disclosures of PHI.

4. TERMINATION

4.1 Term and Survival. The term of this Agreement shall be effective as of the Effective Date of this Agreement and continue until terminated by Covered Entity or any underlying Services Agreement expires or is terminated. Any provision related to the use, disclosure, access, or protection of EPHI or PHI or that by its terms should survive termination of this Agreement shall survive termination.

4.2 Termination for Breach.

a. Covered Entity may immediately terminate this Agreement if Covered Entity determines that Business Associate, or any of Business Associate's agents or subcontractors, has breached a material term of this Agreement, including by engaging in a pattern of activity or practice that constitutes material breach of this Agreement or by violating Business Associate's obligations under this Agreement. Alternatively, Covered Entity may choose to provide Business Associate with written notice of the material breach and terminate this Agreement if Business Associate has not cured the breach within thirty (30) calendar days of receiving written notice from Covered Entity.

b. Business Associate may immediately terminate this Agreement if Business Associate determines that Covered Entity has breached a material term of this Agreement, including by engaging in a pattern of activity or practice that constitutes material breach of this Agreement or by violating Covered Entity's obligations under this Agreement. Alternatively, Business Associate may choose to provide Covered Entity with written notice of the material breach. At its discretion, Business Associate may terminate this Agreement if Covered Entity has not cured the breach within thirty (30) calendar days of receiving written notice from Business Associate.

4.3 Return or Destruction of PHI.

a. Upon termination of this Agreement for any reason, Business Associate shall return or, at Covered Entity's request, destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. If Business Associate destroys the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed. This provision applies to PHI that is in the possession of agents or subcontractors of Business Associate. Business Associate will retain no copies of the PHI except as required by law.

b. If Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall explain to Covered Entity why conditions make the return or destruction of the PHI not feasible. Business Associate will retain the PHI, subject to all of the protections of this Agreement, and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Business Associate maintains the PHI.

c. If Business Associate determines that it is infeasible to obtain from an agent or subcontractor any PHI in the possession of the agent or subcontractor or to destroy the PHI, Business Associate will provide Covered Entity written notification explaining why obtaining the PHI is infeasible. Business Associate will require the agent or subcontractor to extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as the agent or subcontractor maintains the PHI.

4.4 Termination of Services Agreement. If this Agreement is terminated for any reason, Covered Entity also may terminate the Services Agreement between the Parties. This provision shall supersede any termination provision to the contrary which may be set forth in the Services Agreement.

5. MISCELLANEOUS

5.1 References to HIPAA. A reference in this Agreement to a Section in HIPAA means the Section as in effect or as amended.

5.2 Compliance with Laws. Business Associate will comply with all applicable Privacy and Security Regulations.

5.3 Changes in Law. If any modification to this Agreement is Required By Law or any other federal or state law affecting this Agreement, or if either Party reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law or changing industry standards, the Party shall notify the other Party of such proposed modification(s) (“**Legally-Required Modifications**”). Such Legally Required Modifications shall be deemed accepted and this Agreement so amended, if the other Party does not, within thirty (30) calendar days following the date of the notice (or within such other time period as may be mandated by applicable state or federal law), deliver its written rejection of such Legally-Required Modifications.

5.4 Amendment. Except as permitted by Section 5.3, this Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by the Parties to this Agreement.

5.5 Waiver. No delay or failure of either Party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default. No modification of, addition to, or waiver of any right, obligation, or default shall be effective unless in writing and signed by the Party against whom the same is sought to be enforced.

5.6 Remuneration in Exchange for PHI. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity has received a valid authorization from the Individual or the exchange is otherwise permitted by law. As permitted by law, Covered Entity may provide remuneration to Business Associate for activities involving the exchange of PHI that Business Associate undertakes on behalf of and at the specific request of Covered Entity pursuant to an agreement.

5.7 Assignment. Business Associate may not assign this Agreement without the prior express written consent of Covered Entity.

5.8 Limitations on Benefits of this Agreement. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, or their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.9 Independent Contractors. The Parties are independent contractors and nothing in this Agreement shall be deemed to make them partners or joint venturers.

5.10 Notices. All notices must be in writing and addressed to the relevant Party at the addresses 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

Attention: Elizabeth Gibbs

City Manager

Email: egibbs@beaumontca.gov

If to Care Solace:

Care Solace, Inc.

120 Birmingham Drive, Suite 200

Cardiff, CA 92007

Attention: Chad Castruita

Email: chad.castruita@caresolace.org

5.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

5.12 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and shall supersede any other oral or written agreements, discussions, and understandings of every kind and nature, including any provision in any Services Agreement.

5.13 Interpretation. The provisions of this Agreement shall prevail over any provisions in the Services Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Services Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Regulations and applicable state laws. The parties agree that any ambiguity in this Agreement shall be resolved in

favor of a meaning that complies and is consistent with the Privacy and Security Regulations, and applicable state laws

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument. Signature execution by facsimile or other electronic means will be considered binding.

5.15 Governing Law. This Agreement shall be governed by the laws of the State of California without respect to its conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: _____

Date: _____

City of Beaumont ("City")

Printed Full Name: _____

Title: _____

Signature: _____

Date: _____