

CITY OF STOCKTON  
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Care Solace, Inc. ("Contractor") to provide Behavioral and Mental Health Care Coordination Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: October 15, 2024

Terminates on: December 31, 2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 855,000.00

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions ARPA

(If applicable check box) YES

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

Care Solace, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Anita Ward 8/29/24  
Date

Authorized Signature

Anita Ward, Chief Growth Officer

Printed Name and Title of Person Signing

120 Birmingham Drive; Ste. 200, Cardiff, CA 92007

Address

**CITY OF STOCKTON**

\_\_\_\_\_  
Harry Black, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Katherine Roland, CMC, Interim City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**

**1. Project Objectives**

- 1.1 The City of Stockton (“City”) is contracting with Care Solace, Inc. (“Contractor”) for a three-year term commencing October 15, 2024, to utilize Eight Hundred Fifty Five Thousand Dollars (\$855,000) (hereafter the “not to exceed amount”) of National Opioid Settlement Agreements (OSA) funds to serve as a Central Hub of Care, for the provision of Social Services and Mental Health Care Coordination Services to Stockton residents and employees as authorized users of the Services.

**2. Project Scope**

- 2.1 Contractor will serve as a coordinated point of entry to mental health and social services, supporting the entire city ecosystem including first responders, crisis centers, social workers, courts/jails, and all residents.
- 2.2 Contractor will provide timely connections to verified mental health providers and city social services, expand on existing programs, and bridge the gaps for needs that exceed the scope of those services.
- 2.3 Contractor will ensure that all individuals receive equitable access to reliable, ethical, and high-quality mental health care, regardless of coverage.
- 2.4 Contractor will ensure all services are confidential and are accessible 24 hours per day, 7 days per week, 365 days per year via phone or Internet with no required equipment or access speed.
- 2.5 Contractor will ensure ongoing care coordination with Community Medical Centers (CMC), which, through its role as the City’s principal mental and behavioral health partner, will assist in supporting deliverables of ongoing care coordination through partnership. (See “Exhibit F – Timeline” for Ongoing Support and Care Coordination.)
- Examples of collaboration with CMC include initial onboarding, training sessions, situation assessment, identification of appropriate partners, acceptance of QR code Warm Handoffs® and follow-through on care. Contractor will provide CMC with data and reporting, as directed by City of Stockton.

### 3. Major Deliverables

- 3.1 Contractor’s three main proprietary services – **Care Companions, Care Match, Care Loop Powered by Care Solace®**– will amplify the City’s current initiatives and services, while filling gaps and offering insights.
- 3.2 **Care Companions** will provide care coordination for City residents, departments and agencies.
- 3.3 **Care Match** online portal Software will support self-guided care navigation and access to the Contractor-provided network, serving all pathways of care.
- 3.4 **Care Loop** proprietary Software will be utilized for case management.
- 3.5 Activate Contractor’s Provider Database for City residents and agencies to access mental health providers, and filter selections by language, ethnicity, age, specialization and more.
- 3.6 Activate Social Services database for individuals to access social services in support of all the social determinants of health.
- 3.7 Client Success Team (“Team”) will ensure the delivery of services to Stockton residents and agencies. Team will provide data and impact reporting to the City of Stockton.
- 3.8 Contractor will provide regular reports, as outlined in Section 4.4 of “Tasks That Support the Deliverables”, that support data delivery objectives of the City’s Office of Performance and Data Analytics (OPDA) and demonstrate transparency.

### 4. Tasks That Support the Deliverables

- 4.1 **Care Companions** will provide care through these tasks:
  - 4.1.1 Assess the situation
  - 4.1.2 Find appropriate providers
  - 4.1.3 Secure an appointment
  - 4.1.4 Follow through on care
- 4.2 **Care Match** anonymous search tool will manage services through these tasks:
  - 4.2.1 Create and operate a Care Solace proprietary custom web link to Care Match for the City.
  - 4.2.2 With City’s prior review and express written permission, co-brand with the City’s logo.

- 4.2.3 Make **Care Match** available to residents and agencies on any website or benefit platform for access to health care providers.
- 4.3 Through its **Care Loop** proprietary software, Contractor will manage these tasks:
  - 4.3.1 City will define with Contractor the select individuals needing access to **Care Loop**.
  - 4.3.2 Develop workflows during implementation process to maximize impact.
  - 4.3.3 Provide training and support for all **Care Loop** users.
- 4.4 Regular data and performance reports will be furnished to the City, including but not limited to:
  - 4.4.1 Monthly impact reports that include key performance indicators (KPIs) on total utilization, number of users, total communications, confirmed appointments, type of needs, anonymous searches, referrals from staff, insurance pathways utilized for services, and the primary community-based mental health services with which people are connecting.
  - 4.4.2 Live **Impact Reporting** via an administrative dashboard through secure login access to **Care Loop**, giving City's team and designated users access to real-time data on community mental health and KPIs such as total utilization, number of users, total communications, confirmed appointments, type of needs, anonymous searches, Warm Handoff referrals, insurance pathways utilized, as well as number of individuals who decline services or are unreachable, individual time saved, and communications breakdown by time of day.
  - 4.4.3 Additional data requests may be made by the City - such as data patterns, satisfaction with providers, feedback on Contractor's customer services - to assist with informing implementation plans, staff trainings, school programming and community outreach. All data contained in **Impact Reporting** is anonymized and does not contain personally identifiable information of individual users.

## 5. Criteria of Acceptance for Deliverables

- 5.1 Contractor's robust proprietary database of community health partners is continuously updated by Provider Research and Development Team to ensure it contains extensive options and the most recent information on providers.

- 5.2 Contractor maintains high standards for verifying and including providers in its database. For an individual provider to be listed in the database, the person must be a licensed, master's level clinician.
- 5.3 Verification process includes confirmation of these criteria:
- 5.3.1 Provider or facility possesses a current and active professional state license authorizing the practice of the type of services being provided.
  - 5.3.2 Professional state license is in good standing.
  - 5.3.3 Individual provider or facility does not appear on the current State or Federal Office of Inspector General's List of Excluded Individuals/Entities.
  - 5.3.4 Location, specialties, phone number, and accepted insurances are also confirmed.
- 5.4 Contractor shall not be liable for the quality of care provided by providers; such liability shall be with the provider as related to services between the resident or employee and the provider.

## 6. **Notices**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

**Contractor:** Care Solace, Inc.  
 Attn: Chad Castruita  
 120 Birmingham Dr., Ste. 200  
 Cardiff, CA 92007  
[chad.castruita@caresolace.org](mailto:chad.castruita@caresolace.org)

**City:** City of Stockton  
 Attn: City Manager  
 425 N. El Dorado Street  
 Stockton, CA 95202

## 7. **Key Personnel**

Anita Ward, Chief Growth Officer, Care Solace, Inc.  
 Phone: (213) 880-1238  
 Email: [anita.ward@caresolace.org](mailto:anita.ward@caresolace.org)

## 8. **Option to Renew.**

The term of the Agreement may be extended for up to two one-year renewals by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed 5 years.

9. **Contractor's Terms and Conditions.**

9.1 Contractor's Care Companions and social services coordinators are not licensed mental health or social services professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion. No professional, fiduciary, or other special legal relationship is formed by a Care Companion's or social services coordinator's provision of services. The Care Companions and social services coordinators are not a crisis response team.

9.2. The City expressly understands and agrees that prior to providing the contact or other information to Care Solace of a resident in need of mental health services as part of the Warm Handoff® process, the City employee making the Warm Handoff® must first obtain consent from the resident to provide the resident's contact or other information to Contractor.

9.3 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 a City resident or employee after first obtaining written consent under HIPAA and written agreement to Care Solace's Terms and Conditions. Care Solace reserves the right to deny, and will deny, any Services to City residents and employees who do not provide such consent and agreement.

9.4 Care Solace and the City each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "**COPPA**"), and the provisions of HIPAA.

9.4.1 Care Solace and the 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) the City is considered to be a HIPAA covered entity; (ii) Care Solace is considered to be a HIPAA business associate;

and (iii) the City personnel are providing PHI to Care Solace, then Care Solace 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, Care Solace will comply with the provisions of 45 C.F.R. 164 Subpart E regarding use and disclosure of PHI. Care Solace shall execute a Business Associate Agreement if requested by the City.

9.4.2 The Parties agree that to the extent this Agreement is subject to any state or federal law provisions governing healthcare fraud and abuse, the Parties shall comply with applicable local, state, and federal statutes, rules, and regulations, which may include, but not be limited to, 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law), and the California Physician Ownership and Referral Act of 1993, to the extent applicable. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third-party payers.

9.5. The Care Match custom web link will include a privacy policy and terms of use which will comply with applicable law.

9.6. The City represents and warrants that any of City's other independent contractors that are provided with access to the Services or are otherwise responsible for transmitting PHI or other private information to Contractor are subject to the same warranties and requirements as the City pursuant to this Agreement.

9.7. Care Solace reserves the right to internally monitor the City's and City personnel's usage of the Care Match custom web link and Services.

9.8. Contractor will provide the City with access to the following non-personally identifiable information collected from residents and employees: number of visitors, matches, and phone appointments. If the City desires to obtain personally identifiable information from Contractor

related to a particular resident's or employee's use of the Services, the City shall obtain and deliver to Contractor a duly executed written authorization from the resident or employee, or their legal guardian if applicable, in a form that complies with applicable law.

9.9. Contractor shall ensure that: (i) all data and information provided by the City is stored on files that are separate from those of other Contractor customers, or (ii) all files containing data and information provided by the City are partitioned from the information and data provided by other customers sufficient to protect the security and privacy of such information and data.

#### 9.10 Software-as-a-Service Terms:

9.10.1. Contractor grants the City a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the custom web link solely for the purpose of linking any website owned or controlled by the City to the custom web link.

9.10.2. Use Restrictions. The City covenants and agrees that its 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, the City will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

9.10.3. The City and residents and employees using the Services shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Contractor shall implement reasonable security procedures consistent with prevailing industry standards



to protect information provided by the City and resident and employee users from unauthorized access. The Parties agree that Contractor shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Contractor at the time, provided Contractor complies with its obligations in this section.

9.10.4. Unauthorized Access. Contractor will promptly report to the City any unauthorized access to data or information provided by the City 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. In the event that Contractor was solely responsible for the breach and to the extent that Contractor has an obligation imposed by law or statute to notify any individuals whose information was provided to Contractor by the City, Contractor shall be solely responsible for any and all such notifications at its expense. In the event the City was solely responsible for the breach, the City shall reimburse Contractor for time and expenses incurred to assist the City with any required notifications to affected individuals. In the event that Contractor and the 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 herein.

9.10.5. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to Contractor's patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the custom web link, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive

property of Contractor and its licensors. In addition, the City hereby transfers and assigns to Contractor any rights the City may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by City personnel relating to the custom web link, the Services, or the Technology.

9.10.6. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Contractor believes that the Technology may become the subject of a claim of intellectual property infringement, Contractor, at its own option and expense, may: (i) procure the right for the City to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Contractor shall provide a prorated refund to the City of any and all fees paid in advance for those Services not provided by Contractor. This section and the indemnification provisions in the Agreement set forth the entire liability of Contractor to the City for any infringement by the Technology or Services of any intellectual property right of any third party.

#### 9.11 Representations and Warranties.

9.11.1 The 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 the City and its resident and employee users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by the City of any of the foregoing representations and warranties set forth in this section, in addition to any other remedies available at law or in equity, Contractor will have the right to suspend immediately any Services if deemed reasonably necessary by Contractor to prevent any harm to Contractor and its business. Contractor will provide written notice of any breach of the foregoing representations and warranties to the City, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

9.11.2. Contractor represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the treatment providers to whom it refers City residents and employees. In the event of any breach by Contractor of the foregoing representations and warranties set forth in this section, the City will provide written notice of the breach to Contractor, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

9.11.3. 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 does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to the City's or any resident or employee user's computer, network, market, or customer base or commercial advantage.

9.12. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the custom web link and the operation thereof, the Technology, the Services, and Contractor's business and technical information and data, and (iii) the City's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**City Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate 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 in any case 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 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.

9.13. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, the City agrees that Contractor is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Contractor.

9.14. Publicity and Branding. The City agrees that Contractor may (a) with City's prior review and express written permission, publicize the City's name, the fact of the custom web link, and the City's use of the Services; and (b) brand the custom web link with a "powered by Care Solace." or similar Care Solace legend and/or copyright notice.

**Exhibit B:**  
**Insurance Requirements for Professional Services**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$4,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
(Not required if Contractor provides written verification of no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the 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 of Stockton.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

### Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. 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 work.



## Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require certified copies of all required insurance policies, including endorsements required by these specifications, at any time; Contractor may redact any company- or personnel-confidential information, if applicable. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

## Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Its Officers, Officials, Employees, and Volunteers  
400 E Main Street, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202

**EXHIBIT C****GENERAL TERMS AND CONDITIONS**

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors solely on behalf of the City, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

**6. Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

**7. Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

**8. Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

**9. Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

**10. Subcontractor.**

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

## 11. **Termination.**

11.1 **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing at least sixty (60) days' notice in writing to Contractor. If the Agreement is so terminated without cause, City shall pay for all outstanding services billed pursuant to Exhibit D, Section 5. Fees paid for completed services provided under the contract prior to the termination effective date, shall not be subject to a prorated refund.

11.1.2 **Termination for Discontinued Services by Contractor.** In the event that Contractor determines, in its sole and absolute discretion, to cease to offer its proprietary Services to new customers and to discontinue support of the Services for existing customers, Contractor may terminate this Agreement without cause by providing the City with at least sixty (60) days' prior written notice. If the Agreement is so terminated without cause, the fees paid by the City shall be subject to a prorated refund.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement with cause by giving thirty (30) days prior written notification to the non-performing or breaching party specifying the non-performance or breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) days cure period to remedy the specified non-performance or breach(es). Only in the event that a Party fails to remedy a specified non-performance or breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" as defined in Section 22. If the Agreement is subsequently so terminated for cause, the fees paid by the City shall be subject to a prorated refund.

11.3 **Funding-Non-Appropriation.** It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers,

officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. These obligations shall survive the completion or termination of this Agreement.

**14. Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

**15. Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

**16. Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

**17. Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

**18. Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

**19. Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

**20. Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of

the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

**21. Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

**22. Dispute Resolution, Governing Law.** Any and all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof, including without limitation claims based on contract, tort, or statute (hereinafter a "Dispute"), shall be initially addressed through non-binding mediation. If the Parties are unable to informally resolve the Dispute within thirty (30) days of notification of a Dispute, the Parties then agree to engage in mediation in good faith, , and share equally in the costs of mediation. If the Parties are unable to resolve the Dispute through mediation, the Parties may then file an action against each other as set forth below:

California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

Authorized users. The Parties expressly agree that it is their intention by this Agreement that all claims brought by residents and employees, as authorized users, against Contractor shall be governed by the terms of the consent, including arbitration agreement, between Contractor and the authorized user.

As a result of any Dispute, no Party shall be liable to the other Party for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

As a result of any Dispute, in no event shall any Party be liable to the other Party for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute

**23. No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due to Contractor.

**24. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is

found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**25. Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

**26. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, national or regional emergencies, Internet disruptions, telecommunications failures, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. Should the application of this section become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in Section 22.

**27. Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

**28. Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.



**29. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

**30. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**31. Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

**32. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**33. Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**EXHIBIT D****PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4. Standard of Performance**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

#### **5. Compensation**

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

## **6. Personnel**

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

## **7. Reports and Information**

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

**8. Findings Confidential**

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement solely on behalf of the City are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

**9. Copyright**

With the exception of Contractor's Proprietary Rights, Technology and Software as set forth in Exhibit A, no materials, including but not limited to reports, maps, or documents produced solely on behalf of the City as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes.

**10. Deliverables**

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**11. Applicable Laws**

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

**EXHIBIT E**  
**COMPENSATION SCHEDULE**

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

**1. Project Price**

1.1 The maximum the Contractor shall be paid on this Agreement is \$855,000 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

<b>Task</b>	<b>Description</b>	<b>Task Price</b>
1	Year 1 (\$1.00 per resident / per year) Based on Stockton population of 285,000	\$285,000
2	Year 2	\$285,000
3	Year 3	\$285,000
<b>TOTAL PRICE</b>		<b>\$855,000</b>

3. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton, City Manager's Office  
 Attention: Alex Bailey, Program Manager III  
 425 N. El Dorado Street  
 Stockton, CA 95202

## EXHIBIT F

## TIMELINE

1.0 Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

**1.1.1 Deliverable: Launch and Implementation**

The Care Solace management plan and methodologies for delivering all the services is outlined in the detailed schedule below. Times listed below are estimated for planning purposes. While the following outline for initial launch is recommended, not all portions are required and the plan can be customized to the needs of the City of Stockton.

<b>SERVICE LAUNCH</b>		
<b>Deliverables</b>	<b>Responsible Party</b>	<b>Hrs of Effort</b>
<u>Branded Care Match Website Available</u> Care Solace to create and provide access to the City of Stockton Care Match site. Custom URL for the site will be live at the start of the contract. Care Solace will also provide Marketing collateral, template language and graphics to explain the resource to residents.	Care Solace	24 hours
	City of Stockton team	None
<u>Care Coordination Available</u> Unlimited care coordination services for City of Stockton residents will be made available via video chat/phone/text with Care Companions, 24/7/365.	Care Solace	24 hours prior to launch date
	City of Stockton team	None
<u>Marketing Collateral Available</u> Care Solace will define the communications and marketing strategies with the City of Stockton. These can include: Press Release, website, social media, collateral, business cards (QR code), posters, digital messaging for buses, public restroom signs, podcast participation, videos, and any additional items requested by the city.	Care Solace Marketing	TBD
	City of Stockton	TBD

<b>INITIAL ONBOARDING</b>		
<b>Deliverables</b>	<b>Responsible Party</b>	<b>Hrs of Effort</b>
<u>Initial Onboarding Meeting</u> Initial onboarding meeting with designated the <b>City of Stockton</b> team to explain and demonstrate the service and plan for citywide implementation.	Care Solace	3 hours
	City of Stockton team	.75 hrs



Care Solace will add CMC and MCRT in the Care Solace system as the preferred provider of services for Stockton	CMC team	
<p><u>Initial Onboarding Meeting with <b>Community Medical Center</b></u> Initial onboarding meeting with the Community Medical Center to explain and demonstrate the service and plan for CMC implementation and training</p> <p>Care Solace will implement referral workflows with CMC and MCRT in support of their clients. 1) When a resident calls Care Solace, the Care Companion will complete an assessment process to determine if the resident is a CMC client. 2) If the resident is a CMC client, then the Care Companion will Warm Handoff the resident to CMC appointment desk for non emergencies and MCRT for emergencies. 3) If CMC is unable to handle the client, or is at capacity, they will refer them to Care Solace for help.</p> <p>CMC and MCRT will use Care Solace as a referral partner if they need assistance placing a client into care.</p>	Care Solace	3 hours
	Community Medical Center	3 hours
<p><u>Announcement Information</u> Care Solace will provide materials for announcing both Care Solace’s services and upcoming trainings to the City of Stockton team.</p>	Care Solace	4 hours
	City of Stockton team	2 hours
<p><u>Schedule Training Sessions</u> Care Solace will collaborate with the <b>City of Stockton project leaders and the CMC</b> to schedule or join existing staff meetings to explain and demonstrate the service features and plan for citywide implementation.</p>	Care Solace	2 hours
	City of Stockton team CMC team	2 hours
<p><u>Existing Community Resources Identified</u> <b>Project leaders and CMC</b> will share existing resource list(s) of community providers or MOU partners with Care Solace to ensure that any partnerships and resources are verified and accurately included in the Care Solace data.</p>	Care Solace	2-12 hours depending on # provided
	City of Stockton team CMC team	1 hour
<p><u>Care Match Database Updated</u> Care Solace will update the database to reflect preferred agencies or providers with which the City of Stockton has partnerships. They will be marked as priority resources for referrals matched to their services and availability.</p>	Care Solace	2-12 hours depending on # provided
	City of Stockton team	none

<b>TRAINING</b>		
<b>Deliverables</b>	<b>Responsible Party</b>	<b>Hrs of Effort</b>
<u>Training Sessions</u>	Care Solace	2 hours.

Care Solace will collaborate with the City of Stockton and CMC project leads to host meetings to explain and demonstrate the service, and plan the launch in individual communities.	City of Stockton team CMC team	2 hours
<u>Customer Care Match Links</u> Care Solace to send Project leaders customized links to embed in the City of Stockton website(s) and share within their community.	Care Solace	2 hours.
	City of Stockton team	1 hour
<u>Existing Community Resources Training Sessions</u> Stockton project leaders to share existing resource list(s) of community providers or MOU partners with Care Solace, to ensure that any partnerships and resources are launched and trained.	Care Solace	2-12 hours depending on #providers
	City of Stockton team CMC team	1 hour
<u>Mental Health Staff Training Sessions</u> Care Solace will host virtual trainings to demonstrate features and functionality of services to City of Stockton mental health staff, as well as the CMC.	Care Solace	15-30 hrs
	City of Stockton mental health team	TBD based on numbers
	CMC Teams	TBD based on numbers
<u>Key Stakeholder Training Sessions</u> Care Solace will host virtual trainings to demonstrate the functionality of services to key stakeholders as requested - including, but not limited to, first responders, hospitals, mental health agencies, outreach teams, and social services (as identified by City of Stockton).	Care Solace	1 hour per event
	City of Stockton Team	1 hour per event
	Attendees CMC team	1 hour

**1.1.2 Deliverable: Ongoing Progress Monitoring and Reporting**

**Date: Through the completion of the agreement**

<b>ONGOING PROGRESS MONITORING &amp; REPORTING</b>		
<b>Deliverables</b>	<b>Responsible Party</b>	<b>Hrs of Effort</b>
<u>Check-in Meetings - Ongoing</u> Care Solace will hold regular collaboration meetings (weekly or frequency requested by City of Stockton)	Care Solace	1.5-3 hours
	City of Stockton team CMC team	.5-1 hour

## ATTACHMENT D

<u>Quarterly Business Reviews (post- Implementation)</u> Care Solace will host quarterly business reviews to share impact	Care Solace	1.5-3 hours
	City of Stockton team CMC team	.5-1 hour
<u>Impact Reports - Ongoing</u> Monthly reports on the impact of services.	Care Solace	3 hours/month
	City of Stockton team	1 hour
<u>Specific Data Requests - Ongoing</u> Additional data as requested.	Care Solace	TBD
	City of Stockton team	TBD

<b>ONGOING SUPPORT AND TRAINING</b>		
<b>Deliverables</b>	<b>Responsible Party</b>	<b>Hrs of Effort</b>
<u>Updated messaging and promotion - ongoing</u> Care Solace will provide ongoing help with promotion such as marketing and press materials. This includes monthly messaging, and communication templates for emails, text messages, social media and newsletters. Additionally, messaging by topics is available year round for the City of Stockton to use to remind them of the Care Solace Services.	Care Solace	3-4 hours
	City of Stockton Team	2-3 hours
	CMC team	2-3 ours
	Communications	1-2 hours
<u>Additional / Staff Training Resources - ongoing</u> Registered staff users will have ongoing access to video tutorials and other resources to build staff understanding and utilization of services. <i>(As needed - videos range in length from 3-5 minutes.)</i>	Care Solace	TBD
	City of Stockton team	TBD
<u>Additional Implementation Training - ongoing</u> Care Solace will provide ongoing consultation for effective implementation and additional training for new staff members or to refresh existing users.	Care Solace	.75-1.5 hours
	City of Stockton team	1 hour
<u>Communication with Current Providers - ongoing</u> Care Solace will provide outreach and engagement with agencies to ensure they understand the resource, and are listed as a priority for referrals matched to their services and availability.	Care Solace	.5-1 hour for each event
	City of Stockton team	TBD
<u>Outreach &amp; Engagement - ongoing</u> Care Solace will provide additional outreach and engagement activities with community stakeholders. FAQs and suggested messaging will also be available for the groups to promote the resource to the community.	Care Solace	.25-1.5 hours
	City of Stockton team	1-2 hours
	Attendees	.5-1 hours

**1.1.3 Deliverable: Ongoing Care Coordination for all residents****Date: Through the completion of the agreement**

1. Care Match online tool for all residents
  - a. This software supports self-guided access for all residents to the Care Solace provider network. The link to this software will be co-branded with the city and can be made available to residents on any website or portal that the city defines.
2. Care Companion care coordination team for all residents 24/7/365
  - a. The Care Companions accept a QR code warm handoff, or call, from the city agencies/departments and accept calls from any resident. They will assess the situation, find appropriate providers, secure an appointment, and follow through on care.

**1.1.4 Deliverable: Care Coordination in partnership with CMC as an MOU partner with the City of Stockton****Date: Through the completion of the agreement**

1. Care Solace will be launched with the Community Medical Center teams/locations. This will include the following:
  - a. Announcement of the partnership with the City of Stockton and the CMC
  - b. Provision of marketing materials in support of the partnership: cards, posters, flyers, links with the dedicated QR code and phone number
  - c. Training for CMC staff
2. Care Companion care coordination team for all referrals to and from Community Medical Centers
  - a. The Care Companions accept a QR code warm handoff, or call, from the CMC. They will assess the situation, find appropriate providers, secure an appointment, and follow through on care.
  - b. The Care Companions will refer individuals to the CMC.
3. As directed by the City of Stockton, Care Solace will provide Community Medical Centers with data and reporting.