

Copy 1

TOWN OF ANDOVER

CONTRACT

PLEASE DO NOT (GOODS / SERVICES)

FILL IN DATE

DATE: 2/5/2025

This Contract is entered into on, or as of, this date by and between the Town of Andover (the "Town"), and

Care Solace, Inc.
120 Birmingham Drive, Suite 200
Cardiff, CA 92007
Tel: 213-880-1238
anita.ward@caresolace.org

- 1. This is a Contract for the procurement of the following: Mental Health Referral Services, Proposal # RFP 152/001/25.
2. The Contract price to be paid to the Contractor by the Town of Andover is: \$1.50/resident/year -\$54,000.00.
3. Payment will be made as follows: Within thirty (30) days upon receipt of a detailed invoice.
4. Definitions
4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town of Andover. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract. the Contractor's Service Agreement v
4.2 Contract Documents: All documents relative to the Contract including (where used) Invitation to Bid, Request for Proposals, Instructions to Bidders/Proposers, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period or proposal. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment, and transportation necessary for the proper performance of the Contract.

- 4.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the Contract. Use of the term “Contractor” shall be understood to refer to any other such label used. The Contractor’s relationship to the Town is that of an independent contractor and not that of an agent or employee of the Town. There is no relationship of employment or agency between the Town and the Contractor and neither party shall have or exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Contract which the parties view as consistent with their independent contractor relationships.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies or Materials.
- 4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance

September 30, 2025

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2025, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation

Notwithstanding anything in the Contract documents to the contrary, all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. The Town may immediately terminate or suspend this Agreement without liability on the part of the Town for damages, penalties, or other charges in the event the appropriation(s) funding this Agreement is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Agreement.

7. Permits and Approvals

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default

as set forth in Paragraph 15 of the Contractor's Service Agreement V

8.1 Without Cause. The Town may terminate this Contract at its sole discretion on seven ~~(7) calendar days'~~ notice when in the best interests of the Town by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

Paragraph 17 of the Contractor's Service Agreement will apply.

8.2 For Cause. ~~If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor,~~ ^{either Party is determined by the other Party} which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal or state law and/or regulations, and Town bylaws and/or regulations.

9. The Contractor's Breach and the Town's Remedies

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Andover shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance

10.1 This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state, or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the Massachusetts General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

M.G.L. Chapter 30B – Procurement of Goods and Services.

M.G.L. Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

M.G.L. Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting

14. Condition of Enforceability Against the Town

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

15. Corporate Contractor

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate or if a Limited Liability Corporation, a Manager's Certificate, or other documentation satisfactory to the Town certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contractor executes the Contract. This Contract shall not be enforceable against the Town of Andover unless and until the Contractor complies with this section.

16. Liability of Public Officials

To the full extent permitted by law, no official, employee, agent or representative of the Town of Andover shall be individually or personally liable on any obligation of the Town under this Contract.

17. Indemnification

As further set forth in the Contractor's Service Agreement,

To the fullest extent permitted by law, the Contractor shall indemnify, defend and save harmless the Town, its officers, attorneys, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment regardless of whether or not it is caused in part by any party indemnified hereunder. ~~The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this Contract.~~

In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

The duty to defend, indemnify and hold harmless shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses, and expenses resulting from exposure to any casualty liability in the performance of the Work.

18. Workers Compensation Insurance

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town evidence of such insurance prior to the execution of this Contract in a form satisfactory to the Town before the same shall be binding on the parties thereto, except if specifically waived by the Town.

18.1 The Contractor further understands and agrees that in rendering services to the town under this Contract that the Contractor is an independent contractor and not an employee of the Town, that the Contractor is not covered by the Town's Workers' Compensation, or liability insurance, that the Contractor shall not make any claim against the Town, its officers, agents and employees and that the Contractor indemnifies, holds harmless, and releases the Town from any claims of the Contractor or of any other party that may arise in whole or in part out of or in connection with the work being performed by the Contractor.

19. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions of Chapter 66 and Chapter 66A of the General Laws of Massachusetts as they relate to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy, and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute, and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

With the express exception of the Contractor's Proprietary Rights and Technology, as defined in the Contractor's Service Agreement,

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town. The Contractor shall always, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

20. Confidentiality

The Contractor shall comply with M.G.L. Ch. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Town data in the Contractor's possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

21. Record-Keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in this Contract and in such detail as shall properly substantiate claims for payment under this Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. The Town shall have access during the Contractor's regular business hours and

upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

22. Assignment

The Contractor shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the Town.

23. Subcontracting By Contractor

Any subcontract entered by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the Town and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility, or liability arising under this Contract. The Town is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

24. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, Town personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Town.

25. Minimum Wage/Prevailing Wage

The Contractor will conduct the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will always comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

27. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty, or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. All proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts, which shall have exclusive authority thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed

to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the Town of Andover by being sent to the Town Manager, Town Hall, 36 Bartlet Street, Andover, Massachusetts 01810.

31. Binding on Successors

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

32. Complete Contract

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

33. Contractor Certifications

- 33.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.
- 33.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity, or group of individuals.
- 33.3 **Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

- 33.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.
- 33.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. Ch. 29, §29F, M.G.L. Ch. 30, §39R, M.G.L. Ch. 149, §27C, M.G.L. Ch. 149, §44C, M.G.L. Ch. 149, §148B and M.G.L. Ch. 152, §25C.

34. Additional Provisions:

34.1 Applicable to Contracts for the Procurement of Goods

34.1.1 "Goods" shall mean Goods, Supplies, or Materials, as described in the Contract.

34.1.2 Change Orders:

Change orders may not increase the quantity of services by more than twenty-five (25.0%) percent, in compliance with Massachusetts General Laws Chapter 30B, §13.

This Contract for purchase includes the following delivery, installation, or setup requirements:

34.2 Applicable to Contracts for Services

34.2.1 "Services" shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

34.2.2 Change Orders:

Change orders for contracts subject to Massachusetts General laws Chapter 30B may not increase the total contract price by more than twenty-five (25%) per cent and shall be, in compliance with General Laws Chapter 30B, §13.

34.2.3 Minimum Wage/Prevailing Wage:

The Contractor will conduct the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will always comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

34.2.4 Insurance:

The Contractor shall obtain and maintain the following insurance:

34.2.4.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.

34.2.4.2 Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.

Waived due to the Contractor's services being provided 100% virtually.

~~34.2.4.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of at least \$1 Million per person, or \$1 Million combined single limit.~~

34.2.4.4 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses, and expenses resulting from exposure to any casualty liability in the performance of the work.

34.2.4.5 All required insurance shall be certified by a duly authorized representative of the insurers on the Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates and endorsements acceptable to the Town signifying adequate coverage in

effect in accordance with the requirements of this Contract for the duration of the contract must be submitted to the Town prior to execution of this Contract by the Town, with renewal certificates and endorsements issued not less than 30 days prior to expiration of a policy period. The Contractor shall submit copies of all policies to the Town within 7 days of such a request. The Massachusetts Commissioner of Insurance shall authorize all insurance carriers to do business in the Commonwealth of Massachusetts.

34.2.4.6 The Town and its employees and officials shall be named as an additional insured on the above referenced liability policies, except for Workers Compensation, and the Contractor's insurance shall be primary and non-contributory with respect to any other coverage available to additional insureds. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.

Contractual liability must recognize the indemnities contained in this Agreement.

34.2.4.7 Coverages are to be maintained for a period of 3 years after final payment.

34.2.4.8 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.

34.2.4.9 The above referenced liability policies shall include a Waiver of Subrogation in favor of the Town.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE TOWN

THE CONTRACTOR

Rebecca Reynolds 1/7/25
Purchasing Agent Date

CARE Solace, Inc
Company Name

[Signature] 1/8/25
Division/Department Head Date
Contract Manager

[Signature] 10/3/24
Signature Date

[Signature] 1/7/25
Town Manager Date

Anita Ward, CGO
Print Name & Title

47-4430091
Federal Identification No:

APPROVED AS TO FORM:

[Signature] 10/4/24

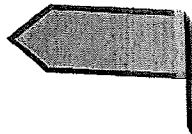
[Signature] 1.7.25
Town Counsel Date

Chad A. Castruita, CEO

CERTIFICATION AS TO AVAILABILITY OF FUNDS: 57101-5700

[Signature] 1/15/25
Town Accountant Date

CORPORATE VOTE



At a duly authorized meeting of the Board of Directors of Care Solace, Inc.
 held on September 23, 2022 at which all the Directors were
 present or waived notice, it was voted that Chad A. Castruita, CEO
 of this company, be and he/she hereby is authorized to execute contracts and
 bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any
 contract or obligation in this company's name on its behalf by Chad A. Castruita
 shall be binding upon this company.

A TRUE COPY ATTEST:

DocuSigned by:

Stephanie Bergstrom

5036955A230642A...

Clerk, Stephanie Bergstrom, SVP of Finance/Treasurer

Date of this Contract

I hereby certify that I am the Clerk of n/a, that
n/a is duly elected n/a of said company, and
 the above vote has not been amended or rescinded and remains in full force and
 effect as of the date of this contract.

Clerk

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,

Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

The undersigned certifies under pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

DocuSigned by:
Stephanie Bergstrom

5036955A230542A...

Signature of authorized individual submitting bid/proposal

Stephanie Bergstrom

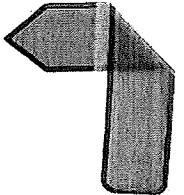
Printed Name

Care Solace, Inc.

Name of Business (if applicable)

47-4430091

Social Security or Federal Tax Identification Number



APPENDIX A

ACCEPTANCE OF SERVICES AND AGREEMENT TO BE BOUND BY TERMS OF SERVICE AGREEMENT BETWEEN CARE SOLACE, INC. AND TOWN OF ANDOVER

This Acceptance of Services and Agreement to be Bound by Terms of Service Agreement Between Care Solace, Inc. and Town of Andover (the “**Acceptance of Services**”) is effective as of the date of the last signature between Andover Public Schools, a Massachusetts public school district (hereinafter, “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, Town of Andover (hereinafter, “**Town**”) has agreed to provide for student programs and services to School District; and

WHEREAS, Care Solace provides coordination of mental health and social services resources through the use of the Care Solace’s web-based navigation system to assist its school district customers and their students/families and school staff in locating and connecting with mental health treatment providers and community-based social services, as further described in the Service Agreement (the “**Care Solace Services**”); and

WHEREAS, Town and Care Solace have entered into a Service Agreement for the provision by Care Solace of the Care Solace Services to School District and Town commencing January 1, 2025 (the “**Service Agreement**”); and

WHEREAS, the Parties hereto agree that it is their mutual intention by execution of this Acceptance of Services that School District agrees to accept all of the terms of the Service Agreement and any addenda thereto in its entirety, as if more fully set forth herein, and that the Service Agreement and any amendments or addenda thereto shall be binding upon the Parties; and

WHEREAS, School District and Care Solace represent and confirm that they each have the authority to enter into this Acceptance of Services.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Acceptance of Services, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement to be Bound by Service Agreement. Except with respect to the payment of the fee in Paragraph 11 of the Service Agreement (which shall be the obligation of Town), and any terms and conditions made specific only to Town as set forth in the Agreement, School District hereby agrees to accept all of the terms of the Service Agreement and any amendments or addenda thereto in their entirety and to be bound by same as if a direct signatory and party thereto.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Acceptance of Services as of the date of the last signature below.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: Anita Ward

Date: 12-23-2024

Andover Public Schools ("School District")

Printed Full Name: Dr. Magda Parvey

Title: Superintendent

[Signature] 12/15/2025
Superintendent Signature

Signature: [Signature]
Town Manager

Date: _____

Signature Certificate

Reference number: BCCZK-V39MF-KUHEU-XVXGF

Signer

Timestamp

Signature

Anita Ward

Email: anita.ward@caresolace.org

Sent:

23 Dec 2024 18:24:56 UTC

Viewed:

23 Dec 2024 19:41:41 UTC

Signed:

23 Dec 2024 19:42:01 UTC



Recipient Verification:

✓Email verified

23 Dec 2024 19:41:41 UTC

IP address: 68.6.214.20

Location: San Diego, United States

Document completed by all parties on:

23 Dec 2024 19:42:01 UTC

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SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is effective as of the date of the last signature between Town of Andover, Massachusetts (hereinafter “**Town**”), on behalf of itself and on behalf of Andover Public Schools (“hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). Town and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its clients and Town’s residents and School District’s students in locating and connecting with mental health treatment providers and community-based social services (hereinafter the “**Services**”), and agrees to provide the Services to Town and School District on the terms and conditions set forth in this Agreement; and

WHEREAS, Town desires for Care Solace to assist it in connecting its employees and residents with mental health treatment providers and community-based social services, and Town and School District desire for Care Solace to assist School District in connecting students and families with mental health treatment providers and community-based social services.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 School District’s Acceptance of Services: In addition to the provision of Services to Town, Town desires for Care Solace to assist School District in connecting School District’s students and their families with connecting to mental health treatment providers and community-based social services. Care Solace, Town, and School District agree that School District shall be treated as a "Party" for the purposes of determining the rights and obligations under this Agreement, including but not limited to with regard to the Arbitration Agreement (as defined in Paragraph 42, *infra*), and School District’s designation of Care Solace as a "school official" (as set forth in Paragraph 22.1, *infra*), as evidenced by Town’s signature below and School District’s signature on the Acceptance of Services with Care Solace, as set forth in **Appendix A**, attached hereto and incorporated herein. Notwithstanding the above, Care Solace reserves the right to withhold the Services from School District until such time as School District has executed the Acceptance of Services and agrees in writing to be bound by this Agreement as if a direct signatory hereto.

1.2 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with Town’s name, and a version of the Main Site that is branded with School District’s name (hereinafter each a “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in January 2025. Care Solace will provide access to the respective Branded Site to users authorized by Town, including Town employees and residents, and to users authorized by School District, including School District staff, students and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.3 Care Solace shall also facilitate a process called the “**Warm Handoff®**,” whereby a limited subset of Town employees or other individuals to whom Town has outsourced institutional services, or School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter “**Independent Contractors**”), provide Care Solace with contact information of a respective Town resident or School District student or family in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). For Town, Care Solace will then work directly with the resident or the resident’s parent or legal guardian to connect the resident to Treatment Providers. For School District, the family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District, and Care Solace will then work directly with the family or primary contact to connect the student to Treatment Providers.

1.4 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with Authorized Users to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.5 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User’s insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace’s verification process. The information available on Treatment Providers through the verification process may vary significantly.

1.6 Social Services Care Coordination: Care Solace will provide the following care coordination services for referrals to community-based social services:

1.6.1 Care Solace shall facilitate a screening and referral process for social services whereby Town staff provide Care Solace with contact information of a resident, or School District staff provide Care Solace with contact information of a student or family, in need of social services such as free or reduced-cost dental care, medical services, housing, food, etc., available through community providers/organizations (hereinafter, the "**Community-Based Social Services**").

1.6.2 Care Solace shall also provide residents, or students and their families, in need of social services with telephone and email access to a social services coordinator. The social services coordinators are experienced in customer service and are trained to navigate the social services system and community-based resources. The social services coordinators are not licensed mental health or social services professionals and do not diagnose, assess or evaluate. No professional, fiduciary, or other special legal relationship is formed by a social services coordinator's recommendation of social services to an Authorized User. The social services coordinators are not a crisis response team. The social services coordinators are available to work directly with residents or student families to connect them with Community-Based Social Services. Social services coordinators are available 24 hours per day, 7 days per week.

1.6.3 Care Solace connects Authorized Users with Community-Based Social Services based on criteria that may include but not be limited to geographic proximity, socio-economic status, whether the social services provider provides services on a reduced-cost or cost-free basis, and, in the case of housing/shelter, whether the social services provider provides services to persons of specific ages and/or genders. Care Solace will use reasonable efforts to confirm that each social service provider it refers to Authorized Users is an appropriate fit for each Authorized User's individual needs. The information available on social services providers through the verification process may vary significantly.

1.7 Care Solace will only provide the Services to an Authorized User after first obtaining written consent under FERPA or HIPAA, as applicable, and written agreement to Care Solace's Terms and Conditions from a parent, legal guardian, "eligible student" (as defined by FERPA), or other Authorized User. Care Solace reserves the right to deny, and will deny, any Services to Authorized Users who do not provide such consent.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide a virtual walk-through of the Services to Town representatives designated by Town, and School District representatives designated by School District, in order to demonstrate the features and functionality of the Services.
4. Care Solace will conduct initial on-boarding training sessions with Town staff designated by Town, and School District staff designated by School District, in order to explain and demonstrate the Services.
5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of Town as requested by Town, and key stakeholders of School District as requested by School District. Key stakeholders of School District may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.
6. Care Solace will assist in providing access to the Branded Site on Town's website, as requested by Town, and on School District's web site, as well as applicable individual school websites, as requested by School District.
7. Upon request by Town, Care Solace will provide email/text templates for Town to deliver to Town residents to remind them of the Services and provide the URL for the Branded Site. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.
8. Town and School District shall each designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. Town or School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 48, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of the date of the last signature hereunder (hereinafter the "**Effective Date**").
10. The initial term of this Agreement (hereinafter the "**Initial Term**") will begin on January 1, 2025 and continue through December 31, 2025. This Agreement may be renewed for one-year terms (hereinafter, each a "**Renewal Term**") on January 1st of each year following the Initial Term (hereinafter, the "**Renewal Date**") if agreed in writing by the Parties.
11. In exchange for the Services contemplated under this Agreement, Town will compensate Care Solace as follows:
 - 11.1. For the Initial Term, January 1, 2025, to December 31, 2025, Town will pay \$54,000 to Care Solace on or around January 1, 2025.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by Town of this Agreement prior to the end of the Term.

13. To ensure continuity of the Services in the event Town and Care Solace execute a new Agreement after the expiration of the Term, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Term to allow for negotiation of a subsequent new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any new Agreement beginning after this grace period shall be retroactive to the expiration date. In the event that Town and Care Solace do not agree to renew this Agreement for a Renewal Term or negotiate a new Agreement, Care Solace shall have the right to issue an invoice for Services rendered during the aforementioned grace period.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. Town may terminate this Agreement without cause at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 48, *infra*.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate this Agreement without cause by providing Town with sixty (60) days written notice pursuant to Paragraph 48, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by Town shall be subject to a prorated refund.

17. If a Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 48, *infra*.

Data and Information Privacy

18. Care Solace, Town and School District 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**”), the provisions of HIPAA set forth in Paragraph 19, *infra*, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, “**FERPA**”).

19. Care Solace and Town each agree that Town 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) Town is considered to be a HIPAA covered entity; (ii) Care Solace is considered to be a HIPAA business associate; and (iii) Town 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 Town.

19.1 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), 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.

20. The Branded Site will include a privacy policy and terms of use which will comply with applicable law.

21. Town 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 Town employee making the Warm Handoff® must first obtain consent from the resident to provide the resident’s contact or other information to Care Solace.

22. Town represents and warrants that any Independent Contractor that is provided with access to the Services or is otherwise responsible for transmitting PHI or other private information to Care Solace is subject to the same warranties and requirements as Town pursuant to this Agreement.

22.1 In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

School District represents and warrants that any Independent Contractor that is provided with access to the Warm Handoff or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).

22.2 The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of “education records,” as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

23. Care Solace reserves the right to internally monitor Town's, School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to Town and School District, respectively, to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If Town or School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, Town or School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or their legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by Town and School District, respectively, is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by Town or School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants Town and School District 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 Branded Site solely for the purpose of linking any website owned or controlled by Town or School District to the Branded Site.

27. Use Restrictions. Town and School District each covenant and agree 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, Town and School District 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.

28. Security. Town and its Authorized Users, and School District and its Authorized Users, 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, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by Town, School District, and their respective Authorized Users from unauthorized access. The Parties agree that Care Solace 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 Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to Town and School District any unauthorized access to data or information provided by Town and School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by Town or School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the Town or School District was solely responsible for the breach, Town shall reimburse Care Solace for time and expenses incurred to assist Town or School District with any required notifications to affected individuals. In the event that Care Solace and Town or School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to 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 Branded Site, 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 Care Solace and its licensors. In addition, Town and School District hereby transfer and assign to Care Solace any rights Town or School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Town or School District personnel relating to the Branded Site, the Services, or the Technology.

31. 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 Massachusetts public records laws (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, (iii) Town's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**Town Data**"), and (iv) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District 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.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Town and School District agree that Care Solace 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 client of Care Solace.

33. Publicity and Branding. Town and School District agrees that Care Solace may (a) publicize Town's and School District's names, the fact of each Branded Site, and Town's and School District's use of the Services; and (b) brand each Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for Town and School District 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 Care Solace shall provide a prorated refund to Town of any and all fees paid in advance for those Services not provided by Care Solace. This Paragraph and the indemnification provisions in Paragraphs 39-40 set forth the entire liability of Care Solace to Town and School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. Town represents and warrants that: (a) any information it provides to Care Solace 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 Town and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by Town of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to Town in accordance with Paragraph 48, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

35.1 School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35.1, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 48, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace 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 Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this

Paragraph 36, Town and School District will provide written notice of the breach to Care Solace in accordance with Paragraph 48, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. 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. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace 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 Town's, School District's, or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. **Insurance.** During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify Town and School District and their officers, agents, employees and volunteers (collectively "**Town and/or School District Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement.

40. **Additional Insured.** Care Solace shall cause Town and School District to be named as "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Naming Town and School District as additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will Town and School District be entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38. Notwithstanding Town's and School District's coverage as Additional Insured, in no event shall Care Solace or its insurer be held liable for Town's and/or School District's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

41. A Town and/or School District Party seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 48, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense.

48 Limitation on Damages

42. As a result of 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**”), no Party shall be liable to the other Party or to any third- party beneficiary 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.

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

44. In the event that Care Solace is found liable to Town, School District, or any third-party beneficiary as the result of a Dispute, or in the event that Town and/or School District is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace’s certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including Town and School District.

45. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys’ fees associated with the action.

Miscellaneous Terms

46. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

47. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Massachusetts. In the event a dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be bound by the terms of the consent, including arbitration agreement, between Care Solace and the third party.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

58. Force Majeure. No Party hereunder shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 48, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 48, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of Town.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral, including but not limited to Town's purchase orders or like documents, which shall be for administrative convenience only and which shall have no substantive force or effect. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

4848. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and Town and/or School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to Town:

Town of Andover

Attention: Andrew Flanagan

Title: Town Manager

Email: andrew.flanagan@andover.ma.us

If to Care Solace:

Care Solace, Inc.

120 Birmingham Drive, Suite 200

Cardiff, CA 92007

Attention: Chad Castruita

Title: CEO and Founder

Email: chad.castruita@caresolace.org

If to School District:

Andover Public Schools

Attention: Dr. Mag La Parroy

Title: Superintendent

Email: _____

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of last signature below.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer


Signature: Anita Ward

Date: 12-23-2024

Town of Andover ("Town")

Printed Full Name: Andrew P. Flanagan

Title: Town Manager

Signature: 
Date: 1/2/25

Accounts Payable Information:

Attention: _____

Email: _____