

AMENDMENT TO RENEW SERVICE AGREEMENT

This amendment to renew the Service Agreement (the “**Amendment**”) is effective as of the date of the last signature between City of Paramount, California (hereinafter “**City**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). City and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, City and Care Solace have entered into a Service Agreement dated October 15, 2023, with a current term from December 1, 2023, through June 30, 2024 (the “**Service Agreement**”); and

WHEREAS, the Parties agree that they wish to renew the Service Agreement for a term beginning on July 1, 2024 and continuing through June 30, 2025 (the “**First Annual Term**”); and

WHEREAS, the Parties agree that it is their mutual intention by execution of this Amendment that the Service Agreement and any addenda or amendments thereto shall be renewed in full for the First Annual Term, subject to the revisions expressly set forth herein, and that the Service Agreement and any addenda or amendments, as modified by this Amendment, shall be binding upon the Parties.

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

A. Additional Service Agreement Terms

The Parties hereby agree that the below referenced additional terms shall be incorporated into the Service Agreement and shall be binding upon the Parties:

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 City staff provide Care Solace with contact information of a resident 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 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 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.

11.3 The First Annual Term, as a renewal of this Agreement, will begin on July 1, 2024, and continue through June 30, 2025.

For the First Annual Term, City will pay \$80,250 to Care Solace on or around July 1, 2024.

In the event the Parties wish to renew this Agreement for a term after June 30, 2025 (a "**Renewal Term**"), such renewal will be agreed by the Parties prior to June 30, 2025.

12.1 Payment Terms. City agrees to pay the amounts set forth herein within thirty (30) calendar days of receipt of an invoice. If Care Solace does not receive payment in full on an invoice within thirty (30) days, a finance charge on the unpaid amount of any invoice will be charged at a rate of 3.75% annually, beginning thirty (30) days after City receives the invoice. Payments by City will thereafter be applied first to accrued interest and then to the principal unpaid balance. City agrees to pay all costs, including reasonable attorneys' fees, incurred by Care Solace in the collection of any delinquent accounts. For the purposes of this Paragraph, an invoice shall be deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

B. Modification of Service Agreement Terms

The Parties hereby agree that the below referenced provision shall be replaced in the Service Agreement and shall be binding upon the Parties:

Section 54, Notices: The Notice contact information for Care Solace is hereby deleted and replaced by the following:

If to Care Solace:

Care Solace, Inc.

120 Birmingham Drive, Suite 200

Cardiff, CA 92007

Attention: Chad Castruita

Email: chad.castruita@caresolace.org

C. Incorporation of Service Agreement Terms and Conditions

Other than the Additions and Modifications set forth in Sections A and B above, the Service Agreement and any addenda or amendments thereto are incorporated here by this reference as though fully set forth herein and the Parties agree that all of the Terms and Conditions of the Service Agreement are in effect during the First Annual Term.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

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

Care Solace, Inc. (“Care Solace”)

Printed Full Name: Stephanie Bergstrom

Title: Sr. VP Finance and Accounting

Signature: _____

Date: _____

City of Paramount, California ("City")

Printed Full Name: John Moreno

Title: City Manager

Signature: _____

Date: _____