

## **SERVICE AGREEMENT**

This Service Agreement (the “Agreement”) is dated the 1st of January, 2026 between Village of Orland Park, Illinois (hereinafter “Village”), and Care Solace, Inc., a Delaware corporation (hereinafter “Care Solace”). Village and Care Solace may be referred to individually as “Party,” or collectively as “Parties.”

***Upon its execution, this Agreement hereby revokes, supersedes and replaces in its entirety the prior Service Agreement dated as of November 1, 2025 between the Parties.***

### **RECITALS**

WHEREAS, Care Solace provides a web-based navigation system to assist its clients and the Village’s residents (together, “Authorized Users”) in locating and connecting with mental health treatment providers and community-based social services. Care Solace agrees to manage and provide such services through a web-based services management platform branded with Village’s name (the “Platform”) on the terms and conditions set forth in this Agreement; and

WHEREAS, Village desires to engage Care Solace to provide the Services selected in Exhibit A as further defined below.

### **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:

#### **1. The Services**

**1.1. Scope of Services.** Care Solace will provide the services requested as described in Exhibit A hereto, including a non-exclusive, non-transferable (except in compliance with Section 12.5) right to access and use the Platform during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions of this Agreement (collectively, the “Services”). Such use is limited to Village’s internal use. For purposes of this Agreement, Authorized Users shall also include employees, consultants, contractors, and agents of Village: (a) who are authorized by Village to access and use the Services under the rights granted to Village pursuant to this Agreement; and (b) for whom access to the Services have been licensed hereunder.

In instances which may involve a covered transaction under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Care Solace will only provide the

Services to an Authorized User 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 Village Authorized Users who do not provide such consent and agreement.

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

**1.3. License.** Subject to the terms and conditions contained in this Agreement, Care Solace hereby grants to Village a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12.5) license to use the Documentation during the Term solely for Village's internal business purposes in connection with its use of the Services. For purposes of this Agreement, "Documentation" means user manuals, handbooks, and guides relating to the Services provided by Care Solace to Village either electronically or in hard copy form. Village shall 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. Village may change its principal contact from time to time by providing written notice to Care Solace.

**1.4 Use Restrictions.** Village agrees that it and its Authorized Users' use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Village and its Authorized Users will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover or copy the Services or Documentation; (b) modify, translate, or create derivative works based on the Services or Documentation; (c) copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Documentation (except in compliance with Section 12.5); (d) use the Services or Documentation for timesharing or service bureau purposes; (e) provide or use the Services or Documentation for the benefit of a third party; (f) remove any proprietary notices or labels from the Services or Documentation; or (g) use the Services or Documentation for any purpose not permitted by this Agreement.

1.5 Aggregated Data. Care Solace will provide to Village the following de-identified information collected from the Services: number of visitors, matches (as defined below), and phone appointments. If Village desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, Village 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.

## 2. Term

2.1 Effective Date. This Agreement shall be effective as of the date of last signature below (the "Effective Date").

2.2 Service Start Date. Following an onboarding process, Care Solace will commence the provision of Services on a go-live date that is mutually agreeable to the Parties, as set forth in Exhibit A ("Service Start Date").

2.3 Term. The Agreement shall continue in effect through an initial term commencing on the Service Start Date and ending as set forth in Exhibit A (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year (each a "Renewal Term" and together with the Initial Term, the "Term") unless written notice is given by either Party to the other Party at least sixty (60) days prior to the end of the then-current Term.

2.4 Continuity of Services. To ensure continuity of Services, Care Solace will continue to provide the Services for a grace period of (30) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new agreement. During this grace period, all terms of the Agreement shall remain in full force and effect. In the event the Parties 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 and Village agrees to pay. Village shall incur no financial obligation after expiration until a new agreement is executed.

## 3. Termination

3.1 Termination by Village. Village may terminate this Agreement without cause at any time after providing Care Solace with sixty (60) days written notice. In the event of such termination without cause, the fees paid by Village shall be subject to a prorated refund. Notwithstanding anything to the contrary in this Agreement, the Village's financial obligations are expressly contingent upon the appropriation of sufficient funds by the Village's Corporate Authorities on an annual basis. If in any fiscal year, the Village does not appropriate funds necessary to fulfill its obligations, this Agreement shall automatically terminate at the end of the then-current fiscal year without penalty or further financial

obligation to the Village. Care Solace acknowledges and agrees that the Village shall not be deemed in breach for termination of this Section.

3.2 Termination by Care Solace. Care Solace may terminate this Agreement without cause at any time after providing Village with sixty (60) days' written notice. In the event of such termination without cause, the fees paid by Village shall be subject to a prorated refund for the period paid for following termination, if any.

3.3 Termination for Breach. If either Party breaches any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee owed 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. The breaching Party shall have a thirty (30) day cure period to remedy the specified breach.

3.4 Breach Considered a Dispute. Only if a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in this Agreement.

#### 4. Compensation and Payment

4.1 Compensation. In exchange for the Services provided, Village will compensate Care Solace as set forth in Exhibit A.

4.2 Payment Terms. Village agrees to pay the amounts due under this Agreement within thirty (30) calendar days of receipt of an invoice.

#### 5. Confidentiality

The Parties desire to establish terms governing the use and protection of certain confidential information one Party ("Owner") may disclose to the other Party ("Recipient"). Village will comply with the Illinois Freedom of Information Act (FOIA), and nothing herein shall be construed to restrict the Village's statutory obligations. Care Solace acknowledges the Village is a public body and that information will be publicly disclosed as required by law. For purposes of this Agreement, the term "Confidential Information" means (a) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act, if any, (b) non-public aspects of Care Solace's Platform and the operation thereof, the Services, and Care Solace's business and technical information and data, and (c), Village's information or other data processed, stored, or transmitted by Care Solace ("Village Data"). In addition, Confidential Information includes information which is disclosed by an Owner or an affiliate of the Owner to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the

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

## 6. Data Privacy and Security

**6.1 Compliance with Laws.** Care Solace and Village agree to comply with all applicable federal and state data privacy laws and requirements, which may include, without limitation; the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (“COPPA”); the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the California Consumer Privacy Act (CCPA) / CPRA; the Welfare and Institutions Code (WIC) §§ 5328 et seq.; the Information Practices Act (IPA) – Civil Code §1798 et seq.; the Family Educational Rights and Privacy Act (FERPA); the Health Information Technology for Economic and Clinical Health Act (“HITECH”); regulations promulgated thereunder including, without limitation, 45 C.F.R. Parts 160 and 164, and as may be amended from time to time; and the California Medical Information Act (“CMIA”) (collectively, “Privacy Laws”).

Care Solace and Village each agree that Village 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) Village is considered to be a HIPAA covered entity; (ii) Care Solace is considered to be a HIPAA business associate; and (iii) Authorized Users 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 and Village shall execute a Business Associate Agreement.

**6.3 Notice of Privacy Policy.** The Platform will include links to Care Solace's Notice of Privacy Policy and Terms of Use.

**6.4 Security.** Authorized Users will be solely responsible for acquiring and implementing technology policies and procedures that maintain the security of their internet connections. As part of the Services, Care Solace shall implement commercially reasonable security procedures consistent with prevailing industry standards to protect information provided by Village and 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: (a) data transmissions are accessed by third parties through illegal or unauthorized means, or (b) the data transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace otherwise complies with its obligations in this Section.

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

## **7. Representations and Warranties**

7.1 Care Solace. Care Solace represents and warrants that it will comply with all applicable federal and state laws and the terms and conditions of this Agreement, and that it does not hold an ownership interest in any of the practices or businesses of the behavioral health or other health care professionals (“Treatment Providers”) to which it refers. In the event of any breach by Care Solace of the foregoing representations and warranties, Village will provide written notice of the breach to Care Solace in accordance with Section 12.4, and a reasonable period to cure, if practicable, depending on the nature of the breach.

7.2 Village. Village 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 Village 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.

7.3 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. 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 SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CARE SOLACE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR RISK OF INJURY TO VILLAGE OR ANY AUTHORIZED USER’S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE.

## 8. Insurance and Indemnification

8.1 Insurance. During the Term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of two million dollars USD (\$2,000,000.00) 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.

### 8.2 Indemnification

8.2.1 Care Solace. Care Solace shall defend, indemnify, and hold Village, its officers, employees, and agents harmless from and against any and all third-party liability, loss,

expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement. -

8.2.2 Village as Additional Insured. Care Solace shall cause Village to be a named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Section 8.1. Notwithstanding Village's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for Village's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Section 8.2.

8.2.3 Village. Nothing in this agreement shall be construed as the Village indemnifying Care Solace in any way.

### 8.3 Cooperation in the Disposition of Claims

The Parties agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of this Agreement. Such cooperation may include joint investigation, defense, and disposition of claims of third parties arising from Services performed under this Agreement. The Parties agree to promptly inform the other if an incident report, claim, or complaint is filed or when an investigation is initiated concerning any Services performed under this Agreement. To the extent allowed by law, the Parties shall have reasonable access to the records of the other Party relating to any such claim or investigation.

## 9. Proprietary rights

9.1 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 property, and Village's suggestions, ideas, enhancement requests, feedback, recommendations, or other information voluntarily provided by Village solely and specifically related to the Services or this Agreement ("Proprietary Rights") shall remain exclusively vested in and be the sole and exclusive property of Care Solace. Village shall not claim any Proprietary Rights either during the Term or after expiration or termination of this Agreement before any court, tribunal, trademark registry, or copyright office. Village agrees that it shall not challenge, object or oppose the validity of Care Solace's Proprietary Rights before any body, tribunal, or court.

9.2 Publicity and Branding. Upon request and written approval, the Village agrees that Care Solace may publicize Village's name and logo or seal as a customer of Care Solace,

publicize the existence of the Platform, and brand the Platform with a “powered by Caresolace.com” or similar legend and/or copyright notice. The Village retains explicit ownership over its own marks, data, and general feedback.

**9.3 Options for Infringement Claims.** If any Party is enjoined from using the Services, or if Care Solace determines that the Services may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (a) procure the right for Village to continue to use the Services; (b) replace or modify the Services so as to make it non-infringing; or (c) terminate this Agreement, in which case Care Solace shall provide a prorated refund to Village of any and all fees paid in advance for the Initial Term or any Renewal Term by Village for those Services not provided by Care Solace.

## 10. Dispute Resolution

**10.1** All disputes, controversies, or claims (“Claims”) arising out of or relating to this Agreement or a breach thereof, including, without limitation, claims based on contract, tort, or statute (a “Dispute”), shall be resolved as set forth in this Section. In the event of any Dispute, the Parties shall work, in good faith, to promptly resolve the Dispute mutually between them. If unsuccessful, the following procedures shall apply:

**10.2 Notification of Dispute.** An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty-day cure period described in Section 3.4. Notice shall be provided in accordance with the requirements of Section 12.4. The date that Notice is received by the opposing Party shall hereinafter be referred to as the “Notification Date.”

**10.3 Dispute Jurisdiction-.** Disputes which cannot be resolved by mutual agreement or mediation within the time limits set forth in Section 10.2 shall be resolved exclusively in the Circuit Court of Cook County. Nothing herein waives the Village’s governmental immunities as granted by the laws of the State Of Illinois.

**10.-4 Equitable Relief.** Nothing in this Section 10 will prevent or delay either Party from seeking or obtaining from -Circuit Court of Cook County Illinois, any form of injunctive or other equitable relief or remedy for purposes of enforcing that Party’s rights and remedies under this Section 10 or Sections 5 (Confidentiality) or 9.1 (Ownership of Proprietary Rights) of this Agreement.

## 11. Limitation on Damages

11.1 TYPES OF DAMAGES. IN THE EVENT OF ANY DISPUTE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY BENEFICIARY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES UNLESS SPECIFICALLY PROVIDED BY STATUTE HOWEVER, THIS SECTION 11 DOES NOT APPLY TO ANY INDEMNIFICATION RIGHTS UNDER SECTION 8.2. THE PARTIES WAIVE ANY RIGHT TO RECOVER SUCH DAMAGES UNLESS SPECIFICALLY PROVIDED BY STATUTE. NOTHING HEREIN WAIVES THE VILLAGE'S GOVERNMENTAL IMMUNITIES AS GRANTED BY THE LAWS OF THE STATE OF ILLINOIS.

11.2 LIMIT TO INSURANCE COVERAGE AMOUNT. IF CARE SOLACE IS FOUND LIABLE TO VILLAGE OR ANY THIRD-PARTY BENEFICIARY AS THE RESULT OF A DISPUTE, OR IF VILLAGE IS FOUND LIABLE TO ANY THIRD-PARTY BENEFICIARY, LIABILITY SHALL NOT EXCEED THE TOTAL GENERAL LIABILITY INSURANCE COVERAGE AS STATED IN CARE SOLACE'S THEN-CURRENT CERTIFICATE OF INSURANCE. IN NO EVENT SHALL CARE SOLACE BE HELD LIABLE FOR THE SOLE NEGLIGENCE OF ANY OTHER PARTY, INCLUDING VILLAGE.

11.3 NO PERSONAL LIABILITY FOR VILLAGE OFFICIALS. NO ELECTED OR APPOINTED OFFICIAL, OFFICER, EMPLOYEE, OR AGENT OF THE VILLAGE SHALL BE CHARGED PERSONALLY OR HELD CONTRACTUALLY LIABLE UNDER THIS AGREEMENT OR FOR ANY BREACH THEREOF. ALL OBLIGATIONS OF THE VILLAGE UNDER THIS AGREEMENT ARE THOSE OF THE MUNICIPAL CORPORATION.

## 12. Miscellaneous Terms

12.1 Performance. The Parties will make all good-faith efforts to ensure that the terms of this Agreement are adhered to, and Village will use its best efforts to publicize and ensure that Authorized Users are made aware of the Services and the terms and conditions on which they may access the Platform and Services.

12.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Illinois without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of Illinois.

12.3 Venue. Venue as set forth in this Agreement shall take place in Cook County, Illinois.

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

If to Village:

Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
Attention: Jim Culotta  
Assistant Village Manager  
Email: [jculotta@orlandpark.org](mailto:jculotta@orlandpark.org)

If to Care Solace:

Care Solace, Inc.  
120 Birmingham Drive, Suite 200  
Cardiff, CA 92007  
Attn: Chad Castruita, Chief Executive Officer  
Email: [chad.castruita@caresolace.org](mailto:chad.castruita@caresolace.org)

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

12.5 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.

12.6 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.

12.7 Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (a) any and all warranty disclaimers, limitations of liability, and indemnities granted by either Party herein; (b) any covenant granted herein for the purpose of determining ownership of, or protecting intellectual property rights, including, without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (c) the payment of any compensation owed to Care Solace.

12.8 Force Majeure. Neither Party 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, epidemics, 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 Section become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process without first providing notice and an opportunity to cure.

12.9 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 Section 12.4.

12.10 Assignment. The Parties will not assign or otherwise transfer their obligations under this Agreement without the written consent of the other Party; provided, however, that Care

Solace may assign this Agreement, in whole or in part, or delegate the duties to be performed under this Agreement, with the consent of Village: (a) to any of its subsidiaries or affiliates; or (b) as part of a sale of all, or substantially all, of the assets of Care Solace.

**12.11 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 any provisions in the Confidentiality Agreement and any purchase orders or like documents, which shall be for administrative convenience only and which shall have no substantive force or effect.

**12.12 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.

**12.13 Severability.** If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement. In the event of any conflict between this Agreement and applicable Illinois law, Illinois Law shall control.

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

**12.15 Authority to Execute Agreement.** Each Party represents and warrants that the individual signing this Agreement for such Party is duly authorized to enter into this Agreement on behalf of the Party.

**SIGNATURE PAGE AND EXHIBIT FOLLOW**

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

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: Anita Ward

Date: 01-07-2026

Village of Orland Park ("Village")

Printed Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Accounts Payable Information:

Dept: \_\_\_\_\_

Accounts Payable contact:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## **CARE SOLACE SERVICE AGREEMENT**

### **EXHIBIT A**

#### **SERVICES AND FEES**

##### **1. Services:**

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

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

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

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

2. Service Start Date: January 1, 2026, for an Initial Term through December 31, 2028.

##### **3. Fees and Invoicing:**

Village will pay Care Solace fees consisting of \$174,000 USD for the Care Coordination and Care Companion Services described above in Sections 1(a) and 1(b) of this Exhibit for the Initial Term. For each one-year Renewal Term thereafter, Village will pay Care Solace \$58,000 USD. Fees will be invoiced on or around January 1, 2026 for the Initial Term, and on each January 1st for each Renewal Term.

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), dated and effective as of January 1, 2026 (“Effective Date”), is by and between Village of Orland Park, Illinois (hereinafter “Village” or “Covered Entity”), and Care Solace, Inc., a Delaware corporation (hereinafter “Care Solace” or “Business Associate”). Village and Care Solace may be referred to individually as “Party,” or collectively as “Parties.”

### **RECITALS**

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

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Health Information Technology for Economic and Clinical Health Act (“HITECH”); regulations promulgated thereunder including, without limitation, 45 C.F.R. Parts 160 and 164, and as may be amended from time to time; the California Medical Information Act (“CMIA”) to the extent the CMIA is not preempted by HIPAA or HITECH; and other applicable data privacy and security laws and regulations (collectively the “Privacy and Security Regulations”);

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

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

### **1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. BUSINESS ASSOCIATE OBLIGATIONS

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

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

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

- (a) as is necessary for the proper management and administration of Business Associate, or
- (b) to carry out the legal responsibilities of Business Associate.

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

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

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

**2.4 Administrative, Physical, and Technical Safeguards.** Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of

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

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

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

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

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

2.9 Access to PHI. Business Associate will make PHI contained in Designated Record Sets that are maintained by Business Associate or its agents or subcontractors, if any, available

to Covered Entity for inspection and copying to enable a Covered Entity to fulfill its obligations under HIPAA. Business Associate will make PHI available for those purposes within ten (10) business days of receipt of a request from Covered Entity.

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

**2.11 Accountings of Disclosures of PHI.**

a. Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures as necessary to fulfill Covered Entity's obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.528. Notwithstanding Section 4.3 below, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.11 for a period of seven (7) years after termination of the Agreement.

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

**2.12 Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the

Secretary for purposes of determining Covered Entity and Business Associate's compliance with HIPAA. Business Associate will notify Covered Entity regarding any PHI that Business Associate provides to the Secretary concurrent with providing the requested PHI to the Secretary. Upon request by Covered Entity, Business Associate will provide Covered Entity with a copy of the requested PHI.

### 3. COVERED ENTITY OBLIGATIONS

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

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

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

### 4. TERMINATION

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

#### 4.2 Termination for Breach.

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

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

#### 4.3 Return or Destruction of PHI.

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

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

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

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

#### 5. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

If to Village: Village of Orland Park

14700 S. Ravinia Avenue

Orland Park, Illinois 60462

Attention: Jim Culotta

Assistant Village Manager

Email: [jculotta@orlandpark.org](mailto:jculotta@orlandpark.org)

If to Care Solace:

Care Solace, Inc.

120 Birmingham Drive, Suite 200

Cardiff, CA 92007

Attention: Chad Castruita

Email: [chad.castruita@caresolace.org](mailto:chad.castruita@caresolace.org)

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

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

5.13 Interpretation. The provisions of this Agreement shall prevail over any provisions in the Services Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Services Agreement shall be interpreted as broadly as

necessary to implement and comply with the Privacy and Security Regulations and applicable state laws. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security Regulations, and applicable state laws

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

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

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

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

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: Anita Ward

Date: 01-07-2026

Village of Orland Park ("Village")

Printed Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
R5SHS-RJ8MH-4WPSI-OUZMY

DOCUMENT COMPLETED BY ALL PARTIES ON  
07 JAN 2026 23:04:01  
UTC

SIGNER	TIMESTAMP	SIGNATURE
<b>ANITA WARD</b>  EMAIL ANITA.WARD@CARESOLACE.ORG	SENT 07 JAN 2026 22:16:19  VIEWED 07 JAN 2026 23:03:43  SIGNED 07 JAN 2026 23:04:01	  IP ADDRESS 24.240.17.176  LOCATION NEWNAN, UNITED STATES

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
07 JAN 2026 23:03:43

