A G R E E M E N T

THIS AGREEMENT dated the 26th day of December, 2025, is by and between the **CITY OF STAMFORD** (hereinafter the "City"), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by Caroline Simmons, its duly authorized Mayor, and **CORVEL ENTERPRISE CLAIMS, INC.** (hereinafter the "Consultant"), a foreign corporation with a principal place of business located at 1920 Main Street, Suite 900, Irvine, California, and acting herein by Brian Nichols, its duly authorized Chief Financial Officer, hereinafter sometimes referred to, singularly, as a "Party" or, jointly, as the "Parties."

W I T N E S S E T H

WHEREAS, The City issued Request for Proposals No. 2026.0069 for Worker's Compensation and Heart & Hypertension Claims Administration on July 31, 2025 (hereinafter the "City's RFP No. 2026.0069");

WHEREAS, The Consultant submitted a proposal in response to the City's RFP No. 2026.0069 on August 28, 2025 (hereinafter the "Consultant's Proposal"); and

WHEREAS, The City has accepted the Consultant's Proposal pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature, not merely recitals and are hereby incorporated into this Agreement;

2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES. The Contract Documents consist of this Agreement and the following Exhibits that, combined, define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services:

Exhibit A – The City's RFP No. 2026.0069;

Exhibit A-1 – Addendum No. 1, dated August 22, 2025, to the City's RFP No. 2026.0069;

Exhibit B – The Consultant's Proposal;

Exhibit C - The Consultant's Price Proposal;

Exhibit D – The Consultant's Data Protection Addendum;

Exhibit E - Scope of Services - Description of Services; and

Exhibit F – The Consultant's CareMC License Agreement and MyCareCare App Acknowledgement.

all attached hereto and hereby made a part hereof as if fully set forth herein;

3. COMPENSATION. The Consultant shall be compensated for the Scope of Services at the yearly rates outlined below and as further detailed in the Consultant's Price Proposal attached hereto as Exhibit C:

Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
$326,740.00	$321,092.00	$332,330.00	$343,962.00	$356,000.00

Notwithstanding the foregoing, the Consultant's compensation shall not exceed Ninety-Nine Thousand ($99,000.00) Dollars during the Term without an additional, written Notice to Proceed from the City, which Notice to Proceed is subject to the approval of the City of Stamford Board of Finance and Board of Representatives;

4. TERM. The Term of this Agreement shall commence on January 1, 2026, and terminate three (3) years thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for two (2) additional years provided that all other terms of this Agreement remain the same. No such extension shall be for greater than one (1) year and, under no circumstances, shall the entire Term of this Agreement, including any extension years, exceed five (5) years;

5. CONSULTANT'S REPRESENTATIVE AND KEY PERSONNEL. The following representative of the Consultant shall be authorized to act on behalf of the Consultant with respect to the Scope of Services and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Consultant at all times.

Consultant Representative: Kelsey Wilk
Title: Account Executive

In addition to the Consultant's Representative, the following Key Personnel of the Consultant shall be assigned to, participate in and be available to the City for the Scope of Services.

Key Personnel: _____
Title:

_____
Title:

6. STANDARD OF CARE AND REPRESENTATIONS. In performing the Scope of Services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession practicing in the same or similar locality (the "Standard of Care"). The Consultant represents that it is qualified in relation to the Scope of Services and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the Scope of Services, including any supplementary services, in accordance with the Standard of Care. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

7. CAPACITY/INDEPENDENT CONTRACTOR. The Consultant is acting as an independent contractor and is not an employee of the City. This Agreement is for services only and does not create a partnership or joint venture between the Consultant and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term of this Agreement. The Consultant shall be responsible for paying and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Consultant under this Agreement;

8. CONFLICTS OF INTEREST. The Consultant undertakes to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the Scope of Services. Such conflict of interests could arise, in particular, as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest. Any situation constituting or likely to lead to a conflict of interest during the performance of the Scope of Services must be brought to the attention of the City's Risk Manager in writing, without delay. The Consultant shall undertake to take whatever steps are necessary to rectify this situation at once. The City reserves the right to check that the measures taken are appropriate and the Consultant agrees to take additional measures, if necessary, within a certain time, as may be demanded by the City at the City's sole discretion;

9. INDEMNIFICATION. The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, resulting directly or indirectly from the Consultant's negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the expiration or termination of this Agreement;

10. INSURANCE. The Consultant shall procure, at its sole expense, and maintain for the entire term of this Agreement, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements included in the City's Request for Proposals No. 2026.0069. The Consultant shall be solely responsible for ensuring that its

agents, including contractors and subcontractors, maintain insurance coverage at levels no less than those required of the Consultant pursuant to this section;
Consultant does not provide waivers of subrogation under its Professional Liability coverage.

11. LIMITATION OF LIABILITY. The Consultant's sole remedy for City delays shall be an extension of time to complete the Scope of Services, and each party hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit;

12. ASSIGNMENT. The Consultant is a publicly traded company under the SEC Rules and Regulations and shall only be required to obtain written consent from the City for assignment in the event any merger, acquisition, or sale of the Consultant results in a material change to the entity responsible for performing the services under this contract;

13. SUBCONTRACTING/SUBCONSULTING. Aside from those subconsultants or subcontractors disclosed in the Consultant's Proposal, the Consultant shall provide a list of such subconsultants or subcontractors in writing that the Consultant proposes to be used. Should the Consultant wish to utilize any other subcontractor or subconsultant not on this list, they shall not do so without the prior written authorization of the City, which authorization shall not be unreasonably withheld. Any subconsultant or subcontractor shall comply with the City of Stamford Code of Ordinances;

14. REVIEW OF WORK. The Consultant shall permit the City, its agents and/or employees to review all work performed pursuant to the Contract during CorVel's regular business hours, and with reasonable notice. Where a material reason or material cause exists, the City may review work for an audit period in excess of twenty-four (24) months. Customer or Customer's designee shall provide the complete results of such audit to CorVel within ten (10) business days of completion of the audit report including a complete list of all individuals or entities who were provided any CorVel information as a result of such audit. Customer or Customer's designee shall return all materials provided for such audit at the conclusion of the audit. Notwithstanding anything to the contrary in this Agreement, in no event shall Customer be permitted to audit CorVel's information technology systems, facilities, data centers or data privacy and security policies, procedures or processes provided Consultant agrees to provide the City with independent third-party audit reports including but not limited to SOC 2 Type II and ISO/IEC 27001.

15. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed pursuant to this Agreement;

16. CONTRACT EXTRAS. Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., all contract extras regarding this Agreement shall be governed by the City of Stamford Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this

Agreement, unless the provisions of the City of Stamford Charter and/or Code of Ordinances are fully complied with. The City of Stamford Charter and Code of Ordinances can be found at www.municode.com;

17. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS. The Consultant shall fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. The provisions of the City of Stamford Code of Ordinances can be found at www.municode.com;

18. COMPLIANCE WITH LAWS. The Consultant shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures related to the Scope of Services;

19. CONFIDENTIALITY AND PROPRIETARY RIGHTS. Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of the Consultant includes non-public information regarding features, functionality and performance of the Scope of Services. Proprietary Information of City includes non-public data provided by the City to Consultant to enable the provision of the Scope of Services ("City Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information and
(ii) not to use (except in performance of the Scope of Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

The City shall own all rights, title and interest in and to the City Data. The Consultant shall own and retain all rights, title and interest in and to (a) the Scope of Services and Software, all improvements, enhancements or modifications thereto,
(b) any software, applications, inventions or other technology developed in connection with implementation services or support, and (c) all intellectual property rights related to any of the foregoing.

No rights or licenses are granted except as expressly set forth herein;

20. CYBERSECURITY. The Consultant shall implement and maintain cybersecurity measures that meet or exceed those set forth in the Data Protection Addendum attached hereto as Exhibit D;

21. GIFTS. During the Term of this Agreement, including any extensions, the Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant;

22. CODE OF ETHICS. The Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and the Consultant shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances to the extent applicable to this agreement;

23. MORALS CLAUSE. Neither the Consultant, the Consultant's Representatives nor the Consultant's Key Personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If either the Consultant, the Consultant's Representative or the Consultant's Key Personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or is accused of performing or committing any act which could adversely impact the Consultant's events, programs, services, or reputation, the City shall have the right to terminate this Agreement upon fifteen (15) days written notice specifying the reason, within which period the Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion;

24. HIPAA COMPLIANCE. The City may be a Covered Entity, and the Consultant may be a Business Associate as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations set forth thereunder at 45 C.F.R. Part 160 and Part 164 (the HIPAA Privacy Regulations). The City and the Consultant may, therefore, to the extent applicable be subject to the requirements of HIPAA and the HIPAA Privacy Regulations because the Consultant provides certain services to the City pursuant to this Agreement, which sometimes may involve (i) the use and disclosure of Protected Health Information, as defined in the HIPAA Privacy Regulations, by the Consultant, and (ii) the disclosure of Protected Health Information by or on behalf of the City to the Consultant. Accordingly, to the extent applicable, the City and the Consultant shall comply with all of the requirements of HIPAA and the HIPAA Privacy Regulations applicable to Covered Entities and Business Associates, including, but not limited to, those requirements set forth in the Business Associate Addendum (HIPAA) to this Agreement;

25. TERMINATION.

A. TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES. If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination allowing the Consultant to cure to the satisfaction of the City during such thirty (30) day period. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Consultant pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. If this Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears a pro-rata, if applicable, to the total compensation of the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of this Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of this Agreement. The Consultant shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the Consultant's express written permission;

The term "cause" includes, without limitation, the following:

1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;

2) If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or federal law or requirement; or

3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this Agreement for cause, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Consultant and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due to the City from the Consultant is determined. Further, if applicable, the City shall have the right to:

1) Complete the Scope of Services, or any part thereof, either by itself or by other consultants, at the expense of the Consultant;

2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Consultant responsible for any increase in cost;

3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or

4) Disqualify the Consultant from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination;

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies pursuant to this Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City. If this Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears a pro-rata if applicable to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of this Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of this Agreement.

26. CLAIMS FOR DAMAGES. Should either party to this Agreement suffer injury or damage to person or property because of any unauthorized act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage;

27. DISPUTE RESOLUTION.

A. EXECUTIVE MEETING. The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting");

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held; and

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon;

B. MEDIATION. Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation;

The request may be made concurrently with the filing of arbitration but, in such event, a one panel mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings; and

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.;

C. ARBITRATION. Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration;

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim;

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law; and

Any judgment will be entered, or court action will be brought in a court of competent jurisdiction within the State of Connecticut;

D. PERFORMANCE DURING DISPUTE. Unless otherwise directed by the City, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved;

28. CITY DATA RETURN/DELETION. Upon the expiration of this Agreement or any termination as provided for herein, the Consultant will make all City data available to the City for electronic retrieval, in a format acceptable to the City at the City's sole discretion, for a period of sixty (60) days, but thereafter the Consultant may, but is not obligated to, delete stored City data. The foregoing obligation shall survive the expiration or termination of this Agreement;

29. SETOFF OF PROPERTY TAXES OWED TO THE CITY OF STAMFORD. Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Consultant are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant pursuant to this section shall be applied to the Consultant's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

30. NON-APPROPRIATION. The City is a municipal corporation and, therefore, the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City of Stamford Board of Representatives of funds sufficient for such purposes for each budget year in which this Agreement is in effect;

31. GOVERNING LAWS AND VENUE. The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut and that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only and shall not be transferred to any other court. The parties hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding;

32. INTERPRETATION. The City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits;

33. NON-WAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that party may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The parties reserve the right to require strict compliance therewith at any time, with or without notice, except as may be otherwise required herein; and

34. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Print: Linda Lacy
Witness: LINDA Lacy

By: _____
Caroline Simmons, Mayor

Date: 12/26/25

Lauren Meyer
Print: Lauren Meyer
Witness

CORVEL ENTERPRISE CLAIMS, INC.

_____
Print: Jerrad Dutton
Witness

By: _____
Brian Nichols, Chief Financial Officer

Date: _____

_____
Witness

Approved as to Form:

_____
Assist. Corp. Counsel

Date: 12/26/2025

Approved as to Insurance:

_____
David Villalva
Risk Manager

Date: 12/26/2025