



SCOPE OF WORK

CORPORATE HEALTH EDUCATION

27941 Avenida Armijo, Laguna Niguel CA, 92677
Phone: (949) 939-1984
Fax: (949) 266-5696

This Scope of Work will cover the object of services, responsibilities and obligations of Corporate Health Education Solutions, LLC ("CHE") and the timeline of coordination.

1. OBJECT

CHE will render full coordination of the contracted onsite health expo which will take place on October 25, 2023. CITY OF IRVINE will be referenced in this contract as "City of Irvine". CHE will coordinate a one (1) day Live In-person Health fair for a period of four (4) hours of exhibit and (2) two hours of oversight of vendor set up. CHE will provide proper marketing campaign materials and requested Certificate of Insurance per property name and address.

Such event will be payable by City of Irvine.

Date: 10/25/2023

Location: 1 Civic Center Plz, Irvine CA 92606

Cost overview:

\$4,500.00 onsite coordination of internal exhibitors, CHE exhibitors and carriers vendors providing complimentary screenings, collateral and giveaways. This will can include: Business with existing relationships with the city and Carriers if requested by City of Irvine.

\$1,250.00 Onsite CHE Manager (1)

\$750.00 Onsite CHE Manager (2)

Total agreed upon for first invoice: \$6,500.00

2. CHE RESPONSIBILITIES

CHE will render the following services and items to CITY OF IRVINE services:

- CHE will render: In-person health fair services as mentioned above
- CHE will coordinate any additional added services the CITY OF IRVINE request. CHE will provide quoted pricing for such services and upon written (email) approval, CHE will invoice City of Irvine.
- CHE will coordinate vendor raffle prizes according to the allocated budget approved by CITY OF IRVINE
- CHE will coordinate any "optional" add on services per the client's request

3. CITY OF IRVINE'S RESPONSIBILITIES

- Sign Scope of Work by 7/1/2023
- Approve customized vendor selections by 7/15/2023
- Promote Events via email a minimum of 30 days prior to event date

4. CANCELATION

- Corporate Health Education Solutions LLC requires a ninety (90) day cancellation notice for any events that are scheduled and agreed upon within this contract/agreement. If a ninety (90) day cancellation is not provided, such fees associated with included invoice will be non-refundable.
- All fees are final and non-transferable.

5. PAYMENT TERMS

- CITY OF IRVINE Must complete in full, the entire invoiced balance within thirty (30) days of receipt. Payment may be made via check to:

6. INSURANCE

- Shall provide the City of Irvine insurance in accordance with Exhibit I, attached hereto

Corporate Health Education Solutions, LLC
27941 Avenida Armijo,
Laguna Niguel CA, 92677

Or may be satisfied with a VISA, Mastercard, American Express or Discover Credit Card which a 3% merchant fee will apply. Another acceptable payment method can be a direct ACH payment.

Both Parties must sign below agreeing to the Scope of Work

Company: Corporate Health Education Solutions, LLC
Name: Jordyn Rothenberg-McCaa
Signature: *Jordyn Rothenberg-McCaa*
Title: President of Marketing & Operations
Date: 6/27/2023

Company: City of Irvine
Name: Lori Thompson
Signature: *Lori Thompson*
Title: Human Resources Manager
Date: 6/29/2023

CITY OF IRVINE
 DocuSigned by:
By: *Jimmee Medina*
 C4223E837C40489...

Its: Jimmee Medina, Director of Human Resources

Attest:
 DocuSigned by:
By: *Carl Petersen*
 0FCAD91F02E547D...
Carl Petersen
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
Jeffrey Melching
 DABE8686180C4BB...
Jeffrey Melching

EXHIBIT I
INSURANCE

SECTION ONE: INSURANCE

1.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.1.

1.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City of Irvine. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City of Irvine and City of Irvine Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City of Irvine.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the

minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City of Irvine.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City of Irvine and City of Irvine Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if Contractor does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor agrees to indemnify, defend, and hold harmless the City of Irvine of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Contractors failure to provide such worker's compensation insurance. Contractor agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of Irvine of the change in status.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

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

E. Evidence of Insurance: Contractor shall provide to City of Irvine a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written

notice thereof given by the insurer to City of Irvine by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City of Irvine project title or description MUST be included in the "Description of Operations" box on the certificate.

The City of Irvine's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

- F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City of Irvine for approval.

Additional Insured Endorsements **shall not:**

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

- G. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions** must be approved in writing by the City of Irvine.

- H. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City of Irvine.

- I. Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City of Irvine as an additional insured to the Subcontractor's policies.