

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Premise Health Employer Solutions, LLC. on behalf of its affiliate eHealthScreenings (EHS)**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its wellness screening services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- |           |  |
|-----------|--|
| Exhibit A | Definition of Services                 |
| Exhibit B | Payment Terms                          |
| Exhibit C | Screening Request Form                 |
| Exhibit D | Insurance Requirements                 |
| Exhibit E | Mendocino County ePayables Information |

The term of this Agreement shall be from January 1, 2026 (the "Effective Date"), and shall continue through December 31, 2028.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000) for the term of this Agreement.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Darcie Antle

DEPARTMENT HEAD

Date: 03/31/2026

Budgeted: Yes  
Budget Unit: 0715  
Line Item: 86-2189  
Org/Object Code: HI  
Grant: No  
Grant No.: N/A

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_

BERNIE NORVELL, Chair  
BOARD OF SUPERVISORS

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

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_

Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_

Deputy

**INSURANCE REVIEW:**

By: Darcie Antle

Risk Management

Date: 03/31/2026

**CONTRACTOR/COMPANY NAME**

By: Sean Dohrmann

SIGNATURE

Date: 4/1/2026

**NAME AND ADDRESS OF CONTRACTOR:**

Premise Health Employer Solutions, LLC,  
on behalf of its affiliate eHealthScreenings  
5500 Maryland Way Ste 120  
Brentwood, TN 37027

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

By: Man Lisa

COUNTY COUNSEL

Date: 03/31/2026

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_

Deputy CEO or Designee

Date: 03/31/2026

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed  EB-23-39

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: Located outside of Mendocino County

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
Executive Office  
501 Low Gap Road, Room #1326  
Ukiah, CA 95482  
Attn: Cherie Johnson

To CONTRACTOR: Premise Health Employer Solutions, LLC.  
on behalf of its affiliate eHealthScreenings  
5500 Maryland Way Ste 120  
Brentwood, TN 37027  
Attn: Legal Department

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY

should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$135,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally

accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

- I. CONTRACTOR shall provide Wellness Screening Services according to the following:

#### A. GENERAL TERMS

1. COUNTY shall ensure that screenings take place in a room large enough to compliment the amount of COUNTY employees being screened, and provide sufficient tables, chairs, small trash containers, and 110V outlets.
2. COUNTY shall provide a person to be designated as the site coordinator to serve as the main point of contact.
3. COUNTY shall adhere to all of CONTRACTOR's room specifications.
4. COUNTY and CONTRACTOR shall factor in a five (5) hour screening day per Wellness Technician with standard pricing. COUNTY requests for shortened screening event durations may be subject to additional fees at a rate of Two Hundred Fifty Dollars (\$250) per extra Wellness Technician required to complete the requested number of screenings inside the shortened window.
5. COUNTY screening events conducted in Alaska and Hawaii shall be billed at one and a half (1.5) times the standard rates.
6. COUNTY-booked finger stick specific screenings in the state of Nevada are subject to additional state specific fees.
7. COUNTY and CONTRACTOR understand that the number of COUNTY employees that can be screened per day will depend on staffing availability for each region.
8. If extensive travel is required (defined as a distance greater than forty (40) miles roundtrip from the starting travel distance of assigned Wellness Technicians), COUNTY shall pay CONTRACTOR a per mileage compensation not to exceed current federal regulated guidelines as a pass-through expense per Wellness Technician. CONTRACTOR shall provide to COUNTY a travel analysis for review prior to each booked screening.
9. If extensive travel warrants hotel stays, CONTRACTOR shall book hotels, and COUNTY shall pay CONTRACTOR a maximum of One Hundred Thirty Dollars (\$130) per night, per Wellness Technician guideline.

10. If event location requires paid parking that is not validated, COUNTY shall pay CONTRACTOR pass-through parking expenses.
11. COUNTY-booked screenings on weekends, holidays, and between the hours of 8pm and 7am including set up and break down, shall incorporate an additional Twenty-Five Dollars (\$25) per hour, per Wellness Technician pass-through fee per event.
12. COUNTY shall request events to be scheduled at least six (6) weeks in advance. Screening requests with less than six (6) weeks advanced notice shall be considered on a case-by-case basis, and will be approved by CONTRACTOR dependent upon staff availability.
13. COUNTY shall ensure that each onsite screening has a minimum of twenty-five (25) participants. Screening events with less than twenty-five (25) participants can be accommodated with an additional Three Hundred Twenty-Five Dollars (\$325) site fee. An event with longer than a one (1) hour break (multi-shift) in between screenings shall be considered a separate screening and subject to the twenty-five (25) participant minimum.
14. COUNTY shall provide a check-in table team member for all events, or COUNTY may elect to utilize CONTRACTOR's check-in table team member as an add-on service for a pass-through cost of Two Hundred Dollars (\$200) per event.
15. COUNTY may request custom programming at a billable rate of Two Hundred Dollars (\$200) per hour. CONTRACTOR shall provide programming estimates to COUNTY for review and approval prior to programming buildout.
16. CONTRACTOR's screening packages include:

Employee online risk reporting	Employee online results dashboard report
Onsite results overview session - finger stick only	Online animated educational videos
Corporate aggregate report - standard and cohort	Online corporate aggregate dashboard report
Data transfer following the EHS standard format	Customized marketing material
Auto marketing campaigns	Online (mobile optimized) scheduling system
Online Send to Doc service	Online project specific Client reporting
Client/Partner portal logo placement	Toll free customer service line
Assigned Project Management team	e.b.i.t system – <a href="http://www.ehealthscreenings.com/ebit">www.ehealthscreenings.com/ebit</a>
Screening event staffing	Wellness station privacy screens
Lab processing fees	Screening supplies
Medical waste removal and disposal	Shipping associated cost
Implementation fees	Project Setup fees

**B. STANDARD PACKAGES AND PRICING**

Panel Description	Per Participant
Premium Finger Stick panel (ONSITE) – Includes Total Cholesterol, HDL, LDL, Triglycerides, Glucose, Height, Weight, Blood Pressure, BMI, Waist Circumference and Metabolic Syndrome package	\$38.00
Premium (OFFSITE LAB) – Includes Lipid panel*, Glucose, Height, Weight, Blood Pressure, BMI, Waist Circumference and Metabolic Syndrome package	\$48.00
Added Services: Body Fat	\$2.00
Physician Screening Form (PCP)	\$12.00
HbA1c finger stick add-on test (onsite)	\$16.00(1)
* Lipid Panel Includes: Total cholesterol, HDL, LDL, triglycerides, glucose, total/hdlratio, ldl/hdlratio (1) Ordered in allotments of 20 tests (\$320 per 20-strip box). Strips are reader-specific and cannot be reused across events.	

**C. SCHEDULING PROCESS**

1. COUNTY shall be provided with a Screening Request Form that must be filled out and submitted for each screening (Exhibit C).
  - a. A minimum number of COUNTY employees must be established for each location within the Screening Request Form. CONTRACTOR shall use this number to establish the number of staff required and supplies to be order for each screening. CONTRACTOR shall plan for that minimum number, plus an additional ten percent (10%). For example, if a minimum of two hundred (200) COUNTY employees is agreed upon, CONTRACTOR shall provide enough supplies and staff available to screen up to two hundred twenty (220) COUNTY employees. COUNTY shall be financially responsible for the minimum number established, and for the standard per person charges for actual usage for anything over the established minimum. COUNTY shall have ten (10) days prior to each event to adjust event minimums up or down (cut-off date). COUNTY shall be financially responsible for committed minimums inside the stated ten (10) day window.
2. If COUNTY requests Venipuncture screens, if a location does not meet minimum participation expectations, CONTRACTOR shall provide a credit towards the cost of processing the blood sample: Lipid + Glucose Five Dollars (\$5) per participant below the minimum and Full Chemistry Panel Six Dollars and Fifty Cents (\$6.50) per participant below the minimum.
3. Upon receipt of a Screening Request Form, CONTRACTOR shall verify that staffing is available and inform COUNTY of any additional costs that may be associated with screenings (mileage, hotels, etc.) within three (3) to five (5) business days.

4. Once CONTRACTOR has confirmed availability, CONTRACTOR shall confirm with COUNTY that the event is to be put into the system as a screening. Once a screening has been verified to book, all cancellation policies will apply.
5. CONTRACTOR shall provide support to site coordinator and COUNTY as indicated.

#### D. SCREENING PROCESS (standard)

1. Once a screening is verified, CONTRACTOR shall immediately secure staff and place the screening into its system.
2. Four (4) to six (6) weeks prior to the beginning of each screening, CONTRACTOR shall release the scheduler and provide marketing templates to COUNTY to be used as e-blasts or fliers unless requested by COUNTY for an earlier or later release date.
3. CONTRACTOR shall also provide a "How it Works" document which provides a general overview of what to expect and how to prepare for a screening.
4. CONTRACTOR's lead Wellness Technician shall call the site contact one (1) to two (2) days before the screening is scheduled to begin, to confirm the address, screening times, and go over room specifications and set up.
5. CONTRACTOR's Wellness Technicians shall arrive thirty (30) to sixty (60) minutes prior to each screening time, and shall require approximately thirty (30) minutes following the completion of all screenings to pack up.
6. CONTRACTOR's Wellness Technicians shall transmit data securely into CONTRACTOR's system utilizing a tablet system. CONTRACTOR shall ensure COUNTY employee risk reports are available in real-time for finger stick specific events and provided electronically for all methodologies and modalities within two (2) to five (5) business days.
7. CONTRACTOR shall ensure that an online corporate aggregate dashboard report is available in real-time with 24/7 accessibility, and an end of project corporate aggregate report is provided seven (7) to ten (10) business days post project completion date.

#### E. OFFSITE LAB SCREENING PROCESS

1. COUNTY employees have the option to register online through the scheduling system or via a toll-free number. Upon registration completion,

CONTRACTOR shall email a lab requisition to the COUNTY employee which they may take with them to the lab or clinic.

- a. Clear instructions for usage and the pre-selected lab location address shall be included with the requisition.
2. Once screening results are processed, CONTRACTOR shall send COUNTY employees a results ready email. At that time, COUNTY employees can access the online results portal to view results.

#### F. PHYSICIAN SCREENING FORM (PSF) PROCESS

1. COUNTY employees have the option to register online through the scheduling system or via a toll-free number. Upon registration completion, CONTRACTOR shall email a pre-populated PSF form to the COUNTY employee, which they may take with them to their PCP visit.
  - a. CONTRACTOR shall ensure detailed instructions are included with the form.
2. Once screening results are processed, COUNTY employees shall submit results through electronic upload, fax, email or mail to CONTRACTOR. CONTRACTOR shall send COUNTY employees a confirmation email thereafter, and a results ready email once information has been qualified. At that time, COUNTY employees can access the online results portal to view results.

#### G. EXPORT DATA

1. Where applicable, COUNTY consents and authorizes CONTRACTOR to export data, which may or may not contain protected health information to a third-party health and wellness program administrator.
2. Where applicable, COUNTY warrants and represents that it has an executed business associate agreement with its third-party health and wellness program administrator, and that data being transferred to it from CONTRACTOR is for purposes of data analysis and health plan administration functions.
3. Where applicable, CONTRACTOR agrees to transfer data to the third-party health and wellness program administrator in compliance with Health Insurance Portability and Accountability Act (HIPAA). COUNTY understands and acknowledges that transferred data will no longer be under CONTRACTOR's administrative and/or physical control and therefore, any loss of data by CONTRACTOR's third-party health and wellness program

administrator shall not be any fault of CONTRACTOR that would trigger a breach of agreement or indemnification claim under this Agreement.

4. Third-Party Health and Wellness Program Administrator (IF APPLICABLE):

Third Party Company Name: Personify Health, Inc.  
Company Address: 75 Fountain St. Suite 310 Providence, RI 02902

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

- I. COUNTY shall pay CONTRACTOR as per the following instructions:
  - A. Compensation for Screenings: Charges and expenses for all booked screenings are set forth in Exhibit A. CONTRACTOR shall give COUNTY sixty (60) days prior written notice of any change in rates.
  - B. Invoice and Payment: Each invoice shall fairly and accurately state applicable fees and expenses associated with screenings. All amounts are due and payable not more than thirty (30) days from the invoice date. Contact information for the Executive Office representative who will assist with accounts payable to ensure payment is timely is as follows: Cherie Johnson; Telephone # 707-234-6618; and Email: johnsonc@mendocinocounty.gov. If COUNTY defaults on payment of any charges when due, CONTRACTOR may immediately suspend further performance hereunder.
  - C. Late Fees: Unpaid invoices shall accrue interest at the rate of one and a half percent (1.5%) per month beginning ten (10) days following the due date of the invoice. In the event of non-payment, CONTRACTOR shall be entitled to reasonable attorneys' fees and other costs of collection. Upon termination of the screenings for any reason, no later than the effective date of termination, COUNTY shall pay CONTRACTOR all unpaid amounts due under this Agreement, including amounts due for screenings rendered up to and including the date of termination.
  - D. Cancellations: If COUNTY cancels a booked screening inside of ten (10) days from the scheduled booked screening, COUNTY shall be responsible for reimbursing CONTRACTOR for all non-recoverable hard costs (i.e. hotel bookings, shipping, staffing, organization time, supplies, etc.) that CONTRACTOR has incurred to the date of its notification of the cancellation. In the event CONTRACTOR does not have adequate personnel to staff a booked screening, CONTRACTOR shall notify COUNTY of the shortage at least seven (7) calendar days prior to the date of the booked screening, and the event shall be rescheduled at no extra charge to COUNTY.
- II. The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000).

[END OF PAYMENT TERMS]

Screening Request Form: Keenan & Associates

Simply fill in all of the blank portions of the Screening Request Form and email it to [requests@healthscreenings.com](mailto:requests@healthscreenings.com). Within 1-2 business days of submitting your form, one of the EHS Project Managers will call you to confirm receipt of the request and clarify any questions. Within 5 business days following your call with the assigned EHS project Manager, EHS will recontact you to confirm that your event date(s) have been booked. Please call 1-888-708-8807 with any questions.

Name of Company to be Screened County of Mendocino 501 Low Gap Road Ukiah CA 95482		Today's Date 1/12/2026	State California
Keenan & Associates Representative Contact			
Name	Phone	Email	
Vanessa Torres	310-212-0363 x3813 cell: 310-857-8419	vtorres@keenan.com	
Client Main Contact (this should be specific to the events listed below and will be the recipient of confirmations)			
Name	Phone	Email	
Laurie Browne (Primary Contact)	707-234-6603 desk - 307-431-1407 cell	lbrownel@mendocinocounty.gov	
Katie S. Ford (Please copy on all confirmations)	707-234-6610	kfordks@mendocinocounty.gov	

\*This is the number of participants that the client is willing to establish as the minimum number of screens per individual screening event. Client will be financially responsible for at least this number. EHS will provide supplies and staffing for the minimum number established plus an additional 10%. So if a client sets the minimum at 200, EHS will have enough supplies and staffing available to screen up to 220 participants. Subject to permitted modifications per exhibit B, Section C in the Master Service Agreement.

Screening Event / Address Information						
Location Street Address, City, State, Zip & Screening Event Room Number - please note any special instructions for the Wellness Technicians such as parking or day of event meeting point.	Preferred Screening Date(s)	Screening Start Time (events scheduled in increments) 5 hour	On-site Contact Name	On-site Contact Email Address	On-site Contact Phone	Minimum Number of Screenings* (min. is 20 screenings per event)
Fort Bragg Library - Community Room 499 East Laurel Street, Fort Bragg CA 95437	5/6/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	30
WISC Building - Atlantic Conference Room 472 East Valley Street, Willits CA 95490	5/7/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	30
Social Services - Big Sur Conference Room 747 South State Street, Ukiah CA 95482	5/20/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Administration Building - Conference Room C* 501 Low Gap Road, Ukiah CA 95482	5/21/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Social Services - Big Sur Conference Room 747 South State Street, Ukiah CA 95482	6/17/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Administration Building - Conference Room C* 501 Low Gap Road, Ukiah CA 95482	6/18/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Social Services - Big Sur Conference Room 747 South State Street, Ukiah CA 95482	7/15/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Administration Building - Conference Room C 501 Low Gap Road, Ukiah CA 95482	7/16/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Public Health - Conference Room 1 1120 South Dora Street, Ukiah CA 95482	8/12/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Fort Bragg Library - Community Room 499 East Laurel Street, Fort Bragg CA 95437	8/13/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	30
Social Services - Big Sur Conference Room 747 South State Street, Ukiah CA 95482	8/26/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Administration Building - Conference Room C 501 Low Gap Road, Ukiah CA 95482	8/27/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
Sheriff's Office Training Center - Donovan Room 951 Low Gap Road, Ukiah CA 95482	9/23/2026	6:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
<i>the entrance is within the area surrounded by a chain link fence with barbed wire on top</i> Department of Transportation Yard** 340 Lake Mendocino Drive, Ukiah CA 95482	9/24/2026	7:00 AM	Laurie Browne Katie Ford	brownel@mendocinocounty.gov fordks@mendocinocounty.gov	Laurie Browne (307) 431-1407 Katie Ford (707) 510-9518	40
<i>drive thru the chain link gate. Screenings will be held in the modular straight through the gate, on the right towards the back of the yard * SEE NOTE BELOW</i>						40

Testing Options	
Select yes, no, or optional in drop down box	
<b>Venipuncture</b>	
Signature panel - Chem.30, CBC, + bios	No
Ultimate - Chem.30 Panel + bios	No
Premium - Lipid panel, glucose + bios	No
<b>Add-on test:</b>	
Select yes, no, or optional in drop down box	
<b>Fingerstick</b>	
Premium - Lipid Panel, Glucose + bios	Yes
Non-fasting - Total Cholesterol, HDL, Glucose + bios	Yes
Nicotine/Cotinine Swab	No

Use of Offsite Labs	
Will you use offsite labs	No
Will you utilize physician screening forms	Yes
What is the deadline date that results need to be completed*	11/30/2026

\*Requires Participants to complete screening a minimum of one week prior to deadline.

Use of EHS Online Scheduler	
Will you use the EHS online scheduler	Yes

Use of SSO	
Will you use an SSO	Yes

Participation and Registration	
Are non-employees eligible	Yes (dependants only)
Are walk-ins allowed	Yes
Will HR have access to register participants (onsite consents)	Yes
Can participants register by phone (onsite consents)	Yes

Basic Biometrics	
Select yes, no, or optional in drop down box	
Height, Weight, BP, BMI, Waist Circumference	Included
<b>Add-on biometrics</b>	
Body Fat	Yes

Results	
Will results release from our scheduler to participants	Yes
Would you like results mailed to participants (additional fee)	No
Will results be shared with any parties	

EHS day of event check-in staff (additional fee of \$200/event)	No
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**Notes / Special Instructions:**

1) Data to be exported to - Raw biometric data file should be sent to the vendor (Keenan) via the FTP process as with previous screening years.

\*The event on May 21st at the Admin Building must be over by 10:30am, as the room must be vacated and clean by 11:30am.

\*\*For the Transportation Screening, allow the online scheduler to be open from 8:36am to close of event; COM will provide list to schedule 7am to 8:24am prior to the event.

BY SIGNING THIS FORM, CLIENT hereby agrees that this order is to be placed in the eHealthScreenings system as a booked screening as defined in the master agreement between eHealthScreenings, LLC and The County of Mendocino.

The County of Mendocino  
By: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

## EXHIBIT D

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT E

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.gov](mailto:Auditorap@mendocinocounty.gov).