

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 19, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Health Fitness Corporation, 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 and prevention program and other related 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 Insurance Requirements
- Exhibit D Mendocino County ePayables Information

The term of this Agreement shall be from January 1, 2018 through December 31, 2018. The parties may mutually agree, by contract amendment to extend the terms of this Agreement for one (1) additional year.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Ten Thousand Dollars (\$110,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Heidi M. Dunham 12/8/17
Heidi Dunham, HR Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: PW 4025

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____ SEE ATTACHED
SIGNATURE PAGE _____

NAME AND ADDRESS OF CONTRACTOR:

Health Fitness

400 Field Dr.

Lake Forest, IL 60045

COUNTY OF MENDOCINO

John M. McCowen
By: JOHN MCCOWEN, Chair DEC 21 2017
BOARD OF SUPERVISORS

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

Karla Van Hagen
By: Deputy DEC 21 2017

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

CARMEL J. ANGELO, Clerk of said Board

Karla Van Hagen
By: Deputy DEC 21 2017

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

Christine M. Fair
By: Deputy

INSURANCE REVIEW:

Carmel J. Angelo
By: Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

Jonelle Rawn
By: Deputy CEO

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

SEE ATTACHED
SIGNATURE PAGE

Heidi Du. _____ DATE _____

Budgeted: ☒ Yes ☐ No

Budget Unit: PW 4025

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, 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.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: _____
Deputy CEO

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

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐ _____

Exempt Pursuant to MCC Section: _____

CONTRACTOR/COMPANY NAME

By: Steven A. Alavi
Steven A. Alavi, CFO

NAME AND ADDRESS OF CONTRACTOR:

Health Fitness Corporation

400 Field Dr.

Lake Forest, IL. 60045

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:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

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 negligent 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 shall notify CONTRACTOR, and then COUNTY and CONTRACTOR shall agree to discuss the circumstances associated with COUNTY's determination, as well as a mutually acceptable solution, if needed. Nothing herein shall be construed to prevent the County from making any tax withholdings pursuant to a good faith belief that they are required pursuant to state and federal law.

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 third party claims, demands, damages, costs, liabilities, and losses whatsoever to the extent occurring or resulting in connection with the CONTRACTOR'S negligent and/or reckless performance or its breach of its obligations under this AGREEMENT, except to the extent of the negligence or willful misconduct of COUNTY.

"CONTRACTOR'S negligent and/or reckless performance" includes CONTRACTOR'S negligent action or inaction and the negligent action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

Notwithstanding anything contained herein to the contrary, CONTRACTOR shall not have any obligation under this Section 2 or elsewhere described in this Agreement for any portion of a claim, liability and/or loss finally determined by a court of competent jurisdiction to arise from COUNTY's or a third party's negligence, recklessness or willful misconduct.

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 CONTRACTOR'S and 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.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS:
Each party acknowledges that the other party owns Intellectual Property as of the effective date of this Agreement, the possession of which shall not be challenged while this Agreement is in effect nor upon expiration or termination of this Agreement. Each party agrees that, except as explicitly and specifically provided in this Agreement, it shall acquire no license, right, title or interest in or to the other party's Intellectual Property by virtue of this Agreement. For purposes of this Agreement, "Intellectual Property" means the collective reference to all rights, title, interest, and privileges in or relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including all creative or proprietary interests, data, tools, business processes, methods, symbols, copyrights, patents, trademarks, service marks, trade names, trade secrets, internet domain names and licenses, whether now or hereafter existing.

CONTRACTOR (including, for all purposes, CONTRACTOR' Affiliates, and third party licensors) shall own and continue to own all Intellectual Property owned by CONTRACTOR prior to the date of this Agreement, including (i) the "Owned Materials" specifically identified attach hereto as Exhibit A, (ii) all registrations worldwide for a family of trademarks incorporating the term Live for Life, used for a variety of health-related goods and services and (iii) all programming and operational manuals prepared by CONTRACTOR for delivery of Services and management of the Program and all systems and methods of delivery for the Services and management of the Program (collectively, "CONTRACTOR Pre-Existing Intellectual Property"), and nothing herein grants or transfers to COUNTY any ownership interest in such CONTRACTOR Pre-Existing Intellectual Property, even if such Intellectual Property is embodied in any Services or deliverables provided to COUNTY. For purposes of this Agreement, the term "Affiliate" shall mean any other entity directly or indirectly controlling, controlled by or under common control with entity. An entity shall be deemed to control another entity if the controlling entity owns fifty-one percent (51%) or more of any class of voting securities (or other ownership interests) of the controlled entity or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled entity, whether through ownership of stock or other ownership interests, by contract or otherwise.

CONTRACTOR shall not use COUNTY's name or logo in connection with its performance of the Services under this Agreement without first obtaining the COUNTY's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed.

CONTRACTOR shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of COUNTY's use of CONTRACTOR Intellectual Property; provided, CONTRACTOR shall not be required to indemnify COUNTY for any infringement or alleged infringement of CONTRACTOR Intellectual Property to the extent that the alleged infringement or unlawful use: (i) is based on information, requirements or directives furnished by COUNTY; (ii) is the result of a modification made by a party other than CONTRACTOR or its third party subcontractors; (iii) arises from use of the services in a manner inconsistent with any scope of work and/or this Agreement, or use of the services in a manner not otherwise contemplated by this Agreement; or (iv) arises out of COUNTY's use of software licensed by COUNTY from third parties.

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
Human Resources
501 Low Gap Road, Room 1326
Ukiah, CA 95482
Attn: Heidi Dunham

To CONTRACTOR: HealthFitness
Health Fitness Corporation
400 Field Drive
Lake Forest, IL 60045
Attention: Contract Administration Associate
Facsimile: 847.615.3872
Email: contracts@hfit.com and
lawcontracts@trustmarkins.com

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. 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. 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. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

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.

15. 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 related to the work and/or services performed under

this Agreement 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 make such books and records otherwise available to COUNTY at COUNTY's sole cost and expense. 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.

16. DOCUMENTS AND MATERIALS:

Each party acknowledges that it and its employees or other Representatives (as defined in this Section 16) may, in the course of the Agreement, be exposed to or acquire Confidential Information (as defined in this Section 16) of the other party. Each party agrees that it will cause its employees and other Representatives to comply with the terms and provisions of this Agreement applicable to such party, including this Section 16. Each party agrees to use reasonable measures, no less stringent than those measures used by such party to protect its own Confidential Information (but not less than reasonable measures), to protect the Confidential Information of the other party from disclosure to any third party. Each party agrees to use Confidential Information received from the other party pursuant to this Agreement solely in connection with the performance of such party's obligations under this Agreement. Each party acknowledges and agrees all Confidential Information of a party is the property of that party alone. No party shall make or assert any claim to the Confidential Information of any other party. Nothing in this Agreement shall be construed as granting any rights, title, interest, or privileges to the party receiving Confidential Information of another party, by license or otherwise, of any of the Disclosing Party's (as defined in this Section 16) Confidential Information. Upon termination or expiration of this Agreement for whatever reason (i) COUNTY shall return to CONTRACTOR and cease use of all of CONTRACTOR's Confidential Information and (ii) CONTRACTOR shall return to COUNTY and cease use of all of COUNTY's Confidential Information. For purposes of this Agreement, "**Confidential Information**" means any and all non-public information (including all ideas, discoveries, concepts, know-how, trade secrets, techniques, designs, specifications, drawings, sketches, models, manuals, samples, tools, computer programs, technical information, and other confidential business, customer, member, client or personnel information or data) that is or reasonably could be regarded as confidential by, or proprietary to, the

party (the “**Disclosing Party**”) making the disclosure to the other party or its Representatives (the “**Receiving Party**”), including information embedded in, contained in or related to other information disclosed by the Disclosing Party to the Receiving Party, whether or not marked as “confidential”, “private” or otherwise, whether disclosed orally or in printed, electronic or other form or manner, whether disclosed in original form, copies or reproductions and whether disclosed by such Disclosing Party or its Representatives. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a breach of this Agreement or any other agreement by the Receiving Party or its Representatives, (ii) was lawfully within the Receiving Party’s possession prior to being furnished by the Disclosing Party or its Representatives, (iii) is or becomes lawfully available to the Receiving Party from a source other than the Disclosing Party, without any breach or violation of any non-disclosure or confidentiality agreement by the party disclosing such information to the Receiving Party or (iv) is independently developed by the Receiving Party without use of any of the Disclosing Party’s Confidential Information. This Agreement is Confidential Information. For purposes of this Agreement the term “**Representative**” shall mean a designated representative or agent (whether as independent contractor or a subcontractor) of either party empowered and authorized by such party and acting with or on behalf of such party, including any Affiliate of such Party so empowered and authorized.

Information/documents that are “public records” may be required to be disclosed upon receipt of a Public Records Act request. If such a request is received by the County in regards to information otherwise covered in this paragraph, the County will provide Contractor notice of such a request prior to releasing the requested information.

COUNTY shall own all data regarding individuals participating in the wellness program or receiving services pursuant to this Agreement and maintained by CONTRACTOR (“**Personal Information**”). CONTRACTOR shall use commercially reasonable security procedures to collect, manage and maintain the confidentiality of all Personal Information and to ensure that Personal Information is only used to provide the services or manage the wellness program. CONTRACTOR shall not be responsible for the negligent, willful or illegal acts of any third parties not retained or employed by CONTRACTOR with respect to the Personal Information. Notwithstanding anything to the contrary herein, CONTRACTOR may use for its own business purposes, such as improvement of its programs and services, aggregated data that does not identify the COUNTY or any specific individual.

CONTRACTOR will provide COUNTY with the reports identified in the scope of work in an aggregate, de-identified (non-individually identifiable) format, based on the Personal Information collected as part of the services provided.

Upon termination of this Agreement, and following the written direction of the COUNTY, CONTRACTOR will provide all Personal Information data, other data related to the services and other pertinent records related to the services (but not any CONTRACTOR Intellectual Property or CONTRACTOR Confidential information) (collectively, “**Program Information**”) to a third party designated by COUNTY in writing (the “**Recipient**”). The transfer of Program Information shall be conducted in accordance with the provisions of this Section 16,

CONTRACTOR's privacy policies and requirements then in effect and all applicable laws and regulations. COUNTY shall be responsible for the reasonable costs associated with copying, preparing, delivering and transferring Program Information and other data and records to Recipient.

Following termination or expiration of this Agreement for any reason, and notwithstanding the transfer of Program Information to the Recipient, CONTRACTOR shall retain a perpetual, royalty-free right to use and disclose in aggregate and de-identified (non-individually identifiable) formats for business, product and services improvement, research and analysis purposes, all Program Information collected or otherwise received by CONTRACTOR during the Term of this Agreement.

COUNTY shall retain copies of all Program Information for a period of not less than six (6) years following expiration or termination of this Agreement and shall allow CONTRACTOR access to such information upon reasonable notice to the extent required to respond to any legal or governmental action or proceeding. COUNTY shall provide CONTRACTOR with no less than thirty (30) days' prior written notice of any planned destruction, transfer or disposal of such Program Information. COUNTY shall require Recipient's cooperation as necessary to ensure CONTRACTOR's access to Program Information in accordance with this paragraph of Section 16.

From and after CONTRACTOR's transfer of Program Information to a Recipient, the parties hereto hereby agree and acknowledge that CONTRACTOR shall have no liability with respect to any use of or disclosure of such Program Information by Recipient, its employees, agents, subcontractors or representatives.

These provisions shall survive termination or expiration of this Agreement.

17. **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.
18. **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 at least ninety (90) days' prior written 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 wellness and prevention programs shall not exceed \$110,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

Additionally, if any party fails to cure a material breach of any provision of this Agreement or any applicable scope of work to the other party's reasonable satisfaction within sixty (60) days after written notice thereof, then, in addition to all other rights and remedies available to the non-breaching party under this Agreement or applicable law, the non-breaching party may terminate this Agreement and/or any applicable scope of work under which the breach occurred, upon written notice to the breaching party.

In the event that either party (i) becomes insolvent or makes a general assignment for the benefit of creditors, or a petition in bankruptcy shall be filed by or against such party (if involuntary filed, the involuntary petition is not dismissed within sixty (60) days of filing), or any proceeding shall be instituted by or against the party for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, compositions or extensions or a receiver shall be appointed of the party's property or assets; (ii) takes definitive action to cause its dissolution or liquidation; (iii) ceases to do business as a going concern, (iv) does not receive appropriate or adequate funding to pay for all of its obligations under this Agreement, or is otherwise unable, for any reason whatsoever, to pay for its obligations under this Agreement or (v) enters into an agreement for the arrangement, extension or readjustment of substantially all of its obligations, then either party may terminate this Agreement and any scope of work by written notice designating the effective date of such termination. In addition, CONTRACTOR may terminate this Agreement for convenience, without reason, cause or prejudice, upon one hundred twenty (120) days prior written notice to COUNTY.

19. **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 sixty (60) 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.
20. **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.
21. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
22. **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.

23. **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.
24. **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 Exhibit A or Exhibit B, the provisions in the body of this Agreement shall control.
25. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
26. **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.
27. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective and reasonable 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 (or such longer period of time as agreed upon by both parties) 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 as described in Section 18 hereof.
28. **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 which shall not be unreasonably withheld, conditioned or delayed.
- 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. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.

- 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.
29. **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.
30. **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.
31. **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. Notwithstanding the foregoing, CONTRACTOR shall not be required to indemnify, defend or hold harmless COUNTY for any infringement or alleged infringement to the extent that the alleged infringement or unlawful use; (ii) is the result of a modification made by a party other than CONTRACTOR or its third party subcontractors; (iii) or (iv) arises out of COUNTY'S use of software licensed by COUNTY from third parties.

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 that they become non-infringing, but equivalent in functionality and performance.

32. 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.

33. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder. Additionally, County shall cooperate with Contractor, Contractor's staff and any Contractor subcontractors in the performance of all work and/or services contemplated by this Agreement.

34. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with its reasonable judgment and experience and in compliance with applicable standard industry practices, subject to direction given by County, and consistent with the requirements of this Agreement. 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 in good faith that any of Contractor's work is not in accordance with such level of competency and standard of care, Contractor shall re-perform such services at no additional cost to County.

35. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies upon terms to be mutually agreed upon by CONTRACTOR and each such agency, and will be given the opportunity to accept or reject the additional requirements, if any. If the CONTRACTOR elects to supply other agencies, orders will be placed upon terms to be mutually agreed upon by CONTRACTOR and each such agency directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

SCOPE OF WORK

CONTRACT SERVICES

HealthFitness is only responsible for the contract services detailed below. Client is responsible for the sourcing and, or supplying of any other contract services not detailed in this Agreement.

PRODUCTS AND SERVICES

Services and fees are reviewed annually between Client and HealthFitness and may be amended with approval by both parties. Services to include:

- Staffing (designated Account Manager) and corporate support by HealthFitness to perform services including integration and referral to internal Client departments and current programs/services, and referral to external resources within the community
- Delivery of services will include platform, health assessments, health advising, health coaching (lifestyle and condition management), and select health programs
- Program reporting
- Eligible Participants for the Program:
 - HealthFitness Services are expected to be at all designated Sub Client locations. The eligible population will be different for each Sub Client. HealthFitness will need the following information from Client as it pertains to the eligible populations:
 - Unique ID
 - Last Name
 - First Name
 - Home address
 - Birth Date
 - Gender
 - Work Email
 - Work Phone
 - Business entity
 - Home phone (if available)
 - Employee SSN
 - Subscriber SSN
 - Relationship code

Beyond the standard fields, it may be appropriate to include additional fields that are meaningful to Client. When considering which field to include, keep in mind what you want to see broken out from a reporting standpoint (departments, personnel codes, locations, etc.). Once you select the fields to include, these fields must be provided in exactly the same order every time the file is sent. The file does not need to include data in the fields, but the field headers need to remain intact. In addition, medical and pharmacy claims files will be required given the inclusion of condition management services. The scope of each file including historical files, layout, timing for transfer and all terms are discussed as a part of the implementation process.

Data File Issues

With data management and systems set up, there may be issues that arise after the program is live. Data management becomes engaged at times to support data issues resolution. A scope of services will be agreed upon in advance of implementation. Any data management services that incur a fee, must have prior approval by the Client in advance of implementation.

Technical Customizations

HealthFitness develops a solution design process as part of its development to engage the client and key support roles within our organization to deploy a comprehensive development solution. In order for HealthFitness to successfully implement any specific customization or technical development, 90-120 business days are required from the point of business requirement approval by the client. This allows our internal resources to fully understand the requirements, ask clarifying questions, develop and test the customizations that are put in place. Additional time may be required for projects/customizations that require more work. These projects will be identified at the time the requests are made.

HEALTHFITNESS STAFFING & CORPORATE SUPPORT

Implementation Manager

- From contract signing to launch leads key meetings and discussions and is allocated on the average of 20% with some weeks being much higher than others
- Client will also have an Implementation Coordinator at start up to ensure timely and efficient implementation of the program
- The HealthFitness Implementation Manager will be responsible for all aspects of the program implementation to both Client management and participants
- The HealthFitness Implementation Manager will work with a team of individuals (from Client / HealthFitness) to ensure a successful start up
- If re-implementation is needed each year, additional fees may apply, not to exceed the first year implementation fee standard. Re-implementation is the preparation of scope of work to “re-launch” a new program year for the specified scope of services and overall program design. Areas of additional fees may include, for example, re-design, development and set up of a new incentive program/business rules, additional data feed/exchange set up or requirements, additional scope of service or points of integration, specific new customizations. Final Client approval on scope and additional fees is required before specific development work is initiated

Senior Director, Program Management and Engagement

- Involved in planning and design of the program, all recruitment, training and management of the Program/Account Manager
- The Senior Director reports to the Vice President, Client Strategy and Engagement

Designated Account Manager

Account Manager

The account manager is designated to the Client (not dedicated) and is the support to the Client Wellness Manager.

Service Categories	Program Management
Administration	<ul style="list-style-type: none">• One point of contact for all HealthFitness program related activities• Provide consulting on best practices for communicating to employees; coordination of communication• Attend operations telephone meetings: to keep work teams on task

Service Categories	Program Management
	<p>(as appropriate) through launch of the program</p> <ul style="list-style-type: none"> • Attend monthly Wellness meetings by telephone: after launch to discuss program offerings, quality, reporting and results • Platform Back Office Administration Support: Adding/replacing images, minor text changes, adding links, adding/changing survey questions, adding/modifying contacts directory, adding/modifying experts, adding/modifying welcome letter, adding/modifying frequently asked questions, adding/modifying program web pages, adding/modifying incentive tracker tool, adding calendar events, adding documents to library, etc. Creating/Editing user and administrative accounts – including password resets • HealthFitness support resources are engaged as needed bringing expertise in health strategy, data integration, technical product expertise, science and outcomes, risk stratification, process mapping, process integration, participant engagement, marketing and communication services, data tracking and reporting, and logistics flow and fulfillment (fee for service depending on level of client request)
Delivery of all programs and services	<ul style="list-style-type: none"> • Scope of Services are implemented on time • Coordinate delivery of health management programs and services working with the central delivery programs team and specific coordinator of the service offering (e.g. platform, screening, telephonic programs) • Client and participant satisfaction tracking
Data Management and Reporting	<ul style="list-style-type: none"> • Data management and tracking services • Reporting on events (post event) and depending on the services implemented, aggregate reports listed in contract • Successful data feeds to various partners, as appropriate
Client and Participant Satisfaction	<ul style="list-style-type: none"> • Participant satisfaction process and reporting • Client satisfaction process and reporting • Point of contact for issues resolution

Note: If the client infrastructure changes (e.g. fully allocated Client Account Manager) and internal Client resources are not available, a dedicated account manager model may be required.

Client may request, in writing, the removal or replacement of the Account Manager, if the services provided by the relevant individual are, in the reasonable opinion of the Client unsuitable or unsatisfactory. HealthFitness shall see to it that the Account Manager is removed and replaced with a suitable alternative as soon as is reasonably practicable. Services and billing for account management will continue during this removal and transition period of time at the service level described above. The Senior Director will support the account during this transition.

MARKETING AND COMMUNICATION SUPPORT

HealthFitness will work with Client to prepare a communication plan that includes timing for messages and delivery modes. Messages will be crafted for the pre-launch and launch of Client's program. Additionally, HealthFitness will provide marketing support to generate and sustain participation in Client's program throughout the year. HealthFitness will support Client in its branding initiatives and then ensure the standards are used throughout the year. HealthFitness can provide production and fulfillment services for an additional fee.

Library of Promotional Campaigns: HealthFitness will provide Client with a library of promotional campaigns that can include the Client's logos. Current examples of promotional campaigns include Idioms, which offers oversized, reusable posters as well as a series of 30-second videos. The promotional campaign library also includes more traditional campaigns, such as Gain Health, Make the Moves that Matter and Little Things, Big Difference. The promotional campaigns will provide Client with templates for mediums such as postcards, letters, e-mails and posters. HealthFitness will provide a Word document with boiler-plate copy and Client can track changes providing its own copy for use in the template materials. HealthFitness will also provide Client with camera-ready artwork for the promotional templates.

Customized options are available in addition to the promotional campaigns with alternative design and copywriting to Client's needs. No customization work will be performed without the prior written acceptance of a customization estimate by the Client liaison. Examples include:

- Monthly poster messages for health-related themes
- Newsletter copy (in addition to anything provided by the Account Manager)

Configurable vs. Customized: Configurable areas of marketing materials do not carry an additional fee. When using the terms Customized, an additional fee may be required.

PROGRAMS

Delivery of services will include platform, health assessments, health advising, health coaching (lifestyle management), and select health programs.

Platform

The eligible population defined in this Work Order will have access to the platform. The platform will be branded as an integrated component of Client wellness brand. Features full mobile optimization to allow access via computer, tablet or mobile device (iOS, Android, Windows). As a part of the release schedule planning for new platform development, social proof is included throughout the portal through the display of the total number of participants who have joined the company challenge or campaign, completed an HA, enrolled in coaching, etc. Features of the site include:

- Home Page introduces the program and keeps participants engaged through the use of a running feed of current, dynamic and relevant information and activity
- Smart Bar provides persistent access to key participant information and activities. It is always pinned to the top of the participant's screen giving quick access to activity navigation, notifications, reward progress, health badges and user profile
- Program Feed will offer a stream of activity within the program, updated frequently with relevant information and messages for the participant. The program feed may contain: Alerts and reminders, multimedia content, challenges from program leaders, system generated user specific content recommendations, events, messages from a participant's coach, feedback loops from others and more
- To-Do Lists display items the participant needs to complete either to earn his or her reward, to work on with their coach, or system generated or self-assigned to-dos. The top five to-do items will appear on the homepage with a link to view all. Self-created to-dos include a checkbox to mark the item complete; system to-dos indicate any associated reward points. An icon will denote required to-dos.
- Tip of the Day includes various actionable health and wellness tips
- Wellness Challenges offer a diverse menu of team and individuals challenges to engage participants throughout the year. Challenges such as 10K-a-Day™, Right this Weigh™, Walktober™ and Health for the Holidays™. These challenges can be pinned at the top of the participant feed for a set duration

to help drive engagement and activation with fitness or wellness activities at the population or any population segment level. Each challenge will offer a simple social landing page which will provide participants a clear description of what the challenge is, how many points they can earn towards their reward for involvement, how many participants are involved, and what they need to do next

- My Health offers access to participants' health summary and links to other key areas such as trackers and screenings. The Health Assessment provides a user-friendly assessment of current lifestyle behaviors and biometric risks. After submission, a personalized health summary is generated immediately for the participant
- The Health Summary provides participants with an overview of their current health with colorful bar graphs, Overall Wellness Score, and personalized feedback. Where appropriate, small step suggestions are automatically added to their To Do List and referrals to other resources and tools within the platform are provided
- Trackers category examples include: Physical Activity, Healthy Eating, Stress Management, Sleep, Tobacco-Free, and Health and Medical. Participant can add new trackers from a list of pre-determined trackers, or create their own within each category. Participants can run reports on any tracker they have used to view data in a condensed, easy to read format
- Favorites is a simple collection of self-selected items from the Client platform for participants to use and refer to as a part of their health management experience
- My Coach provides participants a clear explanation of the value of coaching and how it will help them improve their health and wellness. Participants can enroll in coaching and schedule their first appointment with a coach. Once enrolled, My Coach provides a simple set of coach-related activities that can be explored online or via phone with a participant's health coach including goals and milestones
- Rewards provides a simple overview of what a participant's rewards are, how much progress they have made toward earning their reward, the number of points earned to date, and if appropriate, what the total number of points is needed to earn their reward. Rewards will allow members to track progress and completion of any required and optional activities pursuant to Client's wellness program
- Event Calendar is an optional area where events can be added including recurring classes and Client-specific events
- Family Health Guide contains fact sheets, information about procedures and tests, wellness articles, alternative and natural treatments, drug database and medical dictionary
- Device Integration (delivered through our partnership with a licensed and insured subcontractor) – As a part of platform, device integration is available and is included in the Platform fee (client specific). HealthFitness integrates with a number of wireless devices. Devices may change from time to time

Customer Service support

For all contracted HealthFitness deliverables, the Customer Service department provides customer service support (CSS) including, direct phone, email, mail, and secure fax support for client eligible populations; Monday through Friday, between 7:00 AM and 7:00 PM Central Time.

CSS specifics include user authentication and data privacy; web portal login and navigation assistance; Web portal troubleshooting; health screening scheduling services; incentive criteria verification support; receiving, verifying and supporting of fulfillment orders; Health Improvement Program navigation, access and registration services; connection to alternative client programs through a warm transfer process; program referrals; myMobile support for health coaching. CSS is specific to the client offerings. Specific to device integration in the new Platform, if the participant has issues, customer service will trouble-shoot the issues with the participant focusing on the HealthFitness platform first and then will refer the participant to the manufacturer directly to trouble-shoot the account or the device.

CSS does not include clinical, health, or fitness assessment interpretation; other types of health counseling; coaching services; or assistance with PC internet connections, browser configurations, or PC problems.

Platform Maintenance

HealthFitness must disable the Platform site server periodically for regular maintenance tasks, including but not limited to, running backup routines and releasing new functionality. In this connection, scheduled maintenance shall be performed on the site server, during which time access to the Platform and site server may be unavailable during non-business hours. On average HealthFitness maintenance is 1-2 times per month for 1-2 hours. Additionally, HealthFitness reserves the right to alter this timeframe as necessary or warranted.

Health Advisor

All qualified participants (Health Assessment completers with an Overall Wellness Score between 0-66) will be contacted by a HealthFitness Health Advisor via phone within fifteen business days of-completing the health assessment. The Health Advisor will inform the participant of their risk profile, the implications of those risks and enroll them into the appropriate program.

- Telephonic outreach includes up to three phone attempts to engage participants. Outreach consists of two live calls and one automated interactive message attempts
- Hours of Operation: 8:30 am - 9:00 pm CST, Monday - Thursday and 8:30 am - 5:00 pm, Friday - Saturday
- These attempts and discussions are separate from the coach sessions, communications and other coach interactions

Health Coaching Program (Lifestyle Management)

Eligible participants who complete a qualifying event (Health Assessment completers with an Overall Wellness Score between 0-66) will be assigned to a health coach and work with participants with lifestyle/health risks to

- Improve health and well-being through development of healthy lifestyle habits
- Reduce risks
- Maintain healthy habits

Nicotine Replacement Therapy (NRT)

Eligible Population:

Individuals who are eligible and enrolled in health coaching and their goal is to quit using tobacco, may receive certain over-the-counter nicotine replacement therapy (NRT) products through HealthFitness. This is an option available to the participant and is not required.

Description of Service

Participants meet with a coach and determine which (if any) of the available NRT options is suitable for their situation. If appropriate, an initial four-week NRT order is placed by the coach. NRT services are provided through vendors sub-contracted by HealthFitness. Notwithstanding anything to the contrary in the Agreement or this Work Order, HealthFitness' sole liability and obligation with respect to defective or non-conforming NRT services shall be to provide replacement product to the participant.

Standard deliverable allows participants to receive NRT for up to 12 weeks per tobacco quit attempt. A participant is allowed up to 2 attempts for a total of 24 weeks of NRT supplies. Each NRT package contains a 4-week supply of the nicotine patch and/or lozenges, as selected by the participant.

Package	Package Contents – approx. 4 week supply
Package 1A - Heavy Smokers (1 st orders only)	Patch (21 mg) + <i>Sample of Lozenges</i> (4 mg)
Package 1B - Moderate Smokers (1 st orders only)	Patch (21 mg) + <i>Sample of Lozenges</i> (2 mg)
Package 2 – Moderate to Heavy Smokers	Patch Only (21 mg)
Package 3 - Light Smokers	Patch Only (14 mg)
Package 4 – Moderate to Heavy Smokers	Lozenge Only (4 mg)
Package 5 – Light Smokers	Lozenge Only (2 mg)

A participant receives an initial package and up to 2 refills per quit attempt. Refills will only be submitted if participant is in communications with coach on or after the Quit Day session, is using NRT, and has remained committed to being tobacco-free (the coach may decide to still authorize NRT refills if the participant has had a slip and recommits to remain tobacco-free).

Program Requirements

- HealthFitness will need the following information in order to process a NRT order:
 - Participant name
 - Participant mailing address
 - Participant phone number
- NRT is only available through this service when it is free of charge to the participant.
- NRT is only available as part of the behavioral support program provided by HealthFitness Coaching

Fitbit

HealthFitness will provide 300 Fitbit Zip™ to the County of Mendocino in one bulk shipment during the 2018 contract term at no additional cost.

WELLNESS CHALLENGES

The Clients' eligible program participants will be provided with the following online wellness challenges in 2018: 10K-A-Day™, Right this Weigh™, Walktober™ and Health for the Holidays™, provided in partnership with Health Enhancement Systems (HES).

10K-A-Day is an online challenge designed to help participants walk more as they travel along virtual routes. *10K-A-Day* motivates participants to start and maintain a regular walking program—and see progress along the way. As participants wear a step-tracking device and log steps online, they'll boost energy and improve health—enjoying the benefits of an active lifestyle. Step-tracking device is not included, but purchasing program is available.

Right This Weigh is an online program with individual and social support features designed to help participants reach and maintain a healthy weight for life. It is based on the research that thousands of individuals on the National Weight Control Registry have applied to help them lose and maintain a 30-

pound weight loss for at least one year. Simple behaviors such as eating breakfast, consuming daily recommended produce servings, getting adequate sleep, avoiding sugar-sweetened beverages and late-night snacking as well as incorporating daily exercise are the main concepts used in the program. *Right This Weigh* includes individual, friend ("Trail Mate"), and optional team components. . Participants track their daily behaviors online and stay connected with their friends and or teammates online. Daily emails, healthy recipes, Trail Talk MapWalk, and resources provide additional information.

Walktober™ is a sure way to engage and motivate participants. This newly designed, popular online program has even more interactive features and advantages including:

- Fun, interactive trail tracking and social networking
- Individual participation and team competition
- Sole Mates — a buddy feature
- Motivating daily emails and inspiring walking articles
- Vivid images from spectacular autumn hot spots around the world
- *MapWalk™* — an easy way to create walking routes anywhere

Health for the Holidays is a four-week wellness challenge to help participants thrive during a typically busy, stressful time of the year. Daily activities focus on boosting energy and vitality, enhancing resiliency and strengthening feelings of joy and hope. For each completed activity, participants earn animations to build a whimsical holiday scene. The more activity, the richer the scene! Participants track their progress by accumulating points, in the form of snow, to add to their holiday scene. This program also allows device integration with FitBit.

Program Benefits:

- Turn-key implementation through our platform; on-site staff are not required to deliver the program
- Single Sign On (SSO) verifies participant eligibility— participants log into the platform and click through to the Health for the Holidays website to register
- Individual participation and optional team competition available
- Daily emails, health tips, resources, and articles
- Configurable promotional print-ready materials—poster, flyer and email
- Website branding to your wellness/fitness program name or company
- Promotional html email and Web ads
- Coordinator link provides real-time stats on participant progress

Sample Timelines:

- Eight weeks before launch: HealthFitness coordinates website configuration, branding and implementation set-up
- Two to three weeks prior to program start date: Program promotion, individual registration, and team formation begin
- **Weeks one to four: Participants complete activities, build on their animated holiday scene and accumulate snow as points**
- **Post-program:** Participants complete program survey; Company tabulates results and provides summary report approximately 30 days after program completion

BIOMETRIC SCREENINGS

The standard staffing model for worksite biometric screenings includes a site manager, greeters, cholesterol and glucose screening technicians, blood pressure technicians and data entry personnel.

HealthFitness has various flow rates that dictate the staffing model required for each event. HealthFitness can also provide the communication materials and station layout for the most efficient screening event for your employees. HealthFitness' worksite screening productivity statistics are measured regularly and HealthFitness can accommodate up to ten participants every five minutes (12 to 120 per hour). HealthFitness will work with Client to determine the best schedule based on site populations, work schedules and desired timing for screening events. The screening panel includes height, weight, BMI, percent body fat, resting blood pressure, total cholesterol, HDL cholesterol, LDL cholesterol, TC/HDL ratio, triglycerides, and glucose.

As an enhancement to the participant experience, HealthFitness now utilizes tablet technology, connected to a secure server within the room – no internet access is required. When participants begin the screening process, they complete the waiver electronically on the tablet and answer six brief lifestyle questions. The responses to these lifestyle questions enhance the results review as all data collected automatically populates the participant's questionnaire.

As participants move through the screening process, data is entered into the tablet at each station and then is immediately transferred off the tablet to the secure server in the room. All participants receive a brief results review to address areas of concern and to address basic questions. The use of the tablet enhances the review session with colorful graphics and educational information. Each participant receives a printed results summary (printer, paper, etc. provided by HealthFitness) to take with them along with appropriate referrals to health care providers and/or available programs and resources offered as part of the health management program.

The HealthFitness associates responsible for screening have a minimum of a Bachelor's Degree in a Health Sciences field and one year of health improvement program delivery experience. All staff are fully trained in Blood Borne Pathogen Exposure Control and are current in CPR and First Aid certification. All licensing and certification requirements to conduct the screenings are current with both federal and state regulations.

Alternative Means Biometric Screening – Physician Form

This process applies to employees that are either unable to attend an onsite screening event or are hired after a worksite screening event. HealthFitness recommends that these employees visit their personal physician to obtain the biometric values and then fax them through secure process to HealthFitness. HealthFitness will provide Client with an employee letter and a standard form that they are instructed to bring to their physician's office. The participant then faxes or mails the completed form back to our data entry department. Those measures are then entered into the Platform and integrated into all future participant and aggregate reporting.

FLU SHOTS

Quadrivalent flu shots are available onsite at the client site or through vouchers. Flu shots can be provided onsite in conjunction with biometric screening events or as a stand-alone event. Pricing and details around the logistics are noted in Exhibit B.

MANAGEMENT REPORTING TO CLIENT

PROGRAM MEASUREMENT, REPORTING AND EVALUATION TOOLS

The following summarizes our evaluation and reporting approach, first our objectives and then the core areas of measurement: process, outcome and financial.

REPORTING OBJECTIVES

- Monitor program engagement to drive participation and improve process
- Identify population risks and opportunities for intervention
- Determine program impact across multiple measures
- Evaluate participant and client satisfaction

CORE AREAS OF MEASUREMENT AND REPORTING

- Process Measures: Initial Health Assessment Report (includes biometrics)
- Participant Satisfaction: Challenges
- Ongoing Progress: updates on process milestones (strategies, tactics and timing), ad hoc programs, challenges, testimonials

All reports are provided in an electronic format in PDF files. Hardcopy reports are available upon request. HealthFitness standard reporting includes aggregate information at the Client level. Additional reporting by divisions or groups will incur additional fees.

Unless noted, all reports have a minimum of 50 participants required to generate a report. Reports may be driven by eligibility file specifications (i.e. any group filters would be based on a single field provided within the eligibility file).

A thirty day request is required for all Reports, and this does not include timing for draft review, edit/formatting and any production. The Client and Account Management work together to develop an annual reporting plan, agreed upon as a part of implementation.

As HealthFitness finalizes all new reporting for the new platform, Client will receive sample reports and will work in collaboration to finalize all reporting requirements. Reporting needs outside of defined standard may require a scope of services and agreed upon fees. As new reports and migrations in technologies are available, a new reporting calendar is created and agreed upon by both parties.

ADDITIONAL INFORMATION

Independent Contractors

HealthFitness is not responsible for providing any independent contractors.

CLIENT RESPONSIBILITIES

Management Commitment and Support

Management commitment to a healthier work force is the one essential element for a successful Program that only Client management can provide. Specific Client management commitment requirements include:

Client will designate one (1) management level person as the Management Representative. On an ongoing basis, the Management Representative must devote five to ten percent (5-10%) of his or her time to provide management oversight to the System.

Advertising and Promotion

HealthFitness will provide marketing support to generate participation with promotional campaigns. The promotional campaigns will provide Client with templates for mediums such as postcards, letters, e-mails

and posters. HealthFitness will provide a Word document with boiler-plate copy. HealthFitness will provide these print ready materials at no additional cost. Client will provide all incentive and Program promotion supplies, award items to participants and non-participants, as desired and approved. HealthFitness can provide some fee-for-service options.

Printing Expense

Client will provide all printing for Program promotional, marking, delivery and enrollment materials, and other promotional events, health booklets and promotional pamphlets, as desired by Client. HealthFitness can provide fee-for-service options.

Postage and Delivery

Client shall provide all postage and overnight delivery for the Program as needed.

HEALTH FITNESS CORPORATION OWNED MATERIALS AND SYSTEMS

Health Fitness Corporation's Owned Material, which is owned, copyrighted, leased or uses proprietary forms, systems, techniques, materials, manuals and documents, is limited to, the following material to be used in conjunction with Agreement.

- HealthFitness List of Client Addresses and Phone Numbers
- Health History/Medical Consultation, Informed Consent/Release of Liability Form, Privacy Policies, Referral Forms, Health Advisor Inventory System
- Systematic Year Calendar Planning and Participant Tracking process
- Program Start-Up Manual and Timelines
- Business Planning Template
- Program Plans and Management Tools
- Program Promotion Handbook
- Operations Manual
- Standards Manual
- Policies and Procedures Manual
- Preferred Purchasing Program and Manual
- Training Guide for Health and Fitness Professionals
- HealthFitness Quality Assurance Program
- Performance Evaluation Form
- HealthFitness Resource Library
- Fitness Center Clearance Process and Forms
- Outreach Program booklets, screening techniques, forms
- HealthFitness Hiring and Recruiting Guide
- HealthFitness Strategic Assessment Audit forms, Visioning Session Framework, Stakeholder Interview Tools, Benchmarking Process and overall System
- Client Satisfaction Tools and Measurement Systems
- HealthFitness Screening and Health Risk Assessment Process and Procedures Manual
- Health Advising Process including Forms
- HealthFitness Reporting Templates and Tools
- Targeted Behavior Modification Process
- Health Management Manuals
- Participant Survey Tool, Systems and Processes
- Health Screening Participant Materials
- Health Coaching Materials for Participants

- Health Coaching Training and Management Systems
- Health Action Guides for Participants
- Program Value Analysis (PVA) forms and process
- Free Weight Manual
- CompuFit or Outreach Program booklets, screening techniques, forms
- Sports and Recreation Guide
- HealthFitness Facility Planning Manual and Guidelines, forms, techniques, systems
- HealthFitness Fitness Maintenance Request form
- HealthFitness Platform and all related tools (e.g. Tip of the Day) and resources (all versions)
- HealthFitness Health Improvement Programs (HIP's) - Programs, Materials, Processes and Participant Materials
- Incentive Solutions and Tools
- All Policies, Tools and Resources documented on eCentral and SharePoint Platforms
- All Programs Reporting and ROI Report templates, processes and systems
- All implementation processes, tools and systems specific to the health management HealthFitness business
- Adapted HERO Scorecard tools and resources
- HealthFitness Health Advocacy, Condition Management, and Nurseline Tools, Systems, Processes and Manuals
- Established Marketing Campaigns
- All Programs - HealthFitness Participant Communications and Promotions

THIRD-PARTY OWNERSHIP RIGHTS

- Healthwise Content on Platform

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

Pricing

1. Pricing is fixed for the 12 month agreement.
2. Pricing includes account management, reporting, and print-ready member communication materials.
3. Pricing assumes HealthFitness will receive an eligibility file either from Keenan or directly from the client.

Wellness Services	Price
<ol style="list-style-type: none"> 1) Online wellness platform. 2) Online health assessment (HA). 3) Mobile tracking device integration. 4) Online resources: Home page, activity feed, to do list, health summary, coaching, tools and resources, challenges (2 included), about program, and incentives. 5) Lifestyle management coaching, with outreach to high-risk participants (with an OWS of 66 or lower) based on health assessment (HA) and biometric screening results. 6) Incentive tracking: <ol style="list-style-type: none"> a. Biometric screening completion b. HA completion 7) Group-level reporting. 	\$4.00 PEPM (per eligible employee per month)
Additional Online Challenge Implementation	\$1,600 Set-up charge per additional challenge
Device Integration Fee for each Additional Challenge	\$1,000 fee per additional challenge with device integration
Additional Online Challenge Participation	10K-A-Day: Included Right This Weigh: \$10/registered participant Walktober: Included Health for the Holidays: \$6/registered participant
Paper Health Assessments	\$25/paper health assessment; minimum of 30 per bulk order
<p>NRT Fulfillment: List price is based on book of business average. Our standard offering allows for up to two four-week supplies of NRT per participant per program year. The following summarized the specific per participant fees billed based on respective participant fulfillment:</p> <p>Notes and Caveats:</p> <ul style="list-style-type: none"> • Pricing includes shipping and fulfillment. • Sales tax may apply. • Standard offering permits up to three shipments or approximately 12 weeks of NRT total per participant per quit attempt. • Notwithstanding anything to the contrary in the Agreement, rates for NRT services may increase upon notice. • Rates may increase due to vendor price increases or increased shipping or fulfillment rates. 	<p>See pricing below</p>

Package	Package Contents – approx. 4 week supply	Standard Pricing
Package 1A - Heavy Smokers (1 st orders only)	Patch (21 mg) + <i>Sample of Mini-Lozenges</i> (4 mg)	\$125.00
Package 1B - Moderate Smokers (1 st orders only)	Patch (21 mg) + <i>Sample of Mini-Lozenges</i> (2 mg)	\$125.00
Package 2 – Moderate to Heavy Smokers	Patch Only (21 mg)	\$75.00
Package 3 - Light Smokers	Patch Only (14 mg)	\$75.00
Package 4 – Moderate to Heavy Smokers	Mini-Lozenges Only (4 mg)	\$180.00
Package 5 – Light Smokers	Mini-Lozenges Only (2 mg)	\$180.00

Biometric Screening	Price	Notes
Onsite Standard Biometric Screening Panel: Height, weight, resting blood pressure, BMI, % body fat, and fingerstick blood collection for Total Cholesterol, HDL Cholesterol, LDL Cholesterol, TC/HDL Ratio, Triglycerides, Glucose. Participant is provided with an individual report and overview of results.	\$56.00	Per participant (PPT) ordered Travel included
Set-Up Fee (Per Onsite Screening Event): The set-up fee for each onsite screening event is dependent on # of participants attending the event.	\$0 - \$400	Less than 15 = \$400/event, 15-40 = \$250/event, 41-74 \$150/event, 75+ = \$0/event
Flu Shots: Quadrivalent vaccine. Minimum 30 participants. Fees include administration, nursing services and travel (within 150 miles of PPH Global Services, LLC location). 30 shots are provided per hour.	\$35.00	Per vaccine ordered
Alternative Means Screening - Physician Form Option: Option for participants to obtain screening from their physician and submit the results to HealthFitness.	\$7.00	Per participant (PPT) screened

Onsite Biometric Screening Caveats:

1. All fees assume HealthFitness is providing its standard biometric screening solution and process.
2. HealthFitness requires at least an eight (8) week notice from the approval date to the event date. This approval needs to be in writing.
3. An event is defined as a minimum of four (4) and maximum of six (6) consecutive hours of screening services delivered at one location with one set-up/takedown between the hours of 6:00 a.m. - 7:00 p.m. local time.
4. The client will be billed for the number of participants ordered three (3) weeks prior to the event date. If at any time prior to the event date, all available appointments are filled, additional appointments may be added. If the event is scheduled for less than six (6) hours, the additional appointments may be added to the already scheduled event date. If the event is already scheduled for six (6) hours, the client will need to add another event date.
5. HealthFitness is responsible for scheduling the number of screening professionals and/or health advisors to staff the client event.
6. The client may cancel or change events without any penalty four (4) weeks prior to the event date. Cancellations/changes within 10-19 business days prior to the event date will incur a fee equal to 25% of the participant screenings ordered. Cancellations/changes within 5-9 business days prior to the event date will incur a fee equal to 50% of the participant screenings ordered. Cancellations/changes with less than 5 business days from the event date will incur a fee equal to 100% of the participants screenings ordered. If client is adding to or expanding the events tied to increased participants, change fees do not apply. HealthFitness encourages clients to notify operations staff of expansions no later than 2-weeks prior to the event to ensure that adequate staffing and resources available.
7. The client will provide a site contact coordinator to support employee communication, event logistics, and planning. This may include scheduling participants, confirming/verifying receipt of supplies and equipment, storing of supplies and equipment, electric supply, securing tables, chairs and waste baskets. The site contact coordinator will also provide room coordination services, including space access the day before for each event and a minimum of 2 hours before the event, space assurance, and security assurance.
8. The client will provide one (1) eligibility file at least four (4) weeks prior to the event date. The eligibility file will be used to create a unique ID for each participant eligible to attend the event.
9. Telephone scheduling services are available at \$600 per month or \$150 per week for the period that screenings are active (eligibility file dependent).

Flu Shots:

- Delivered in partnership with PPH Global Services, LLC
- Client request clinic dates and times in writing to the Screening Coordinator twenty eight (28) days in advance of clinic dates
- Flu shot clinic minimum is 30. Clinic schedule is based on 30 shots provided per hour
- Standard event hours, Monday through Friday 8:00 am-5:00 pm (local time zone). An event fee assessed when schedule falls outside of this window
 - a. If additional clinic time or staff support is needed
 - i. Additional hourly charge per nurse
 - ii. Additional hourly charge Flu Clinic Coordinator (On-site)
 1. Flu Clinic Coordinator does not administer vaccinations
- Travel fees
 - b. Clinic locations ≥ 25 miles from nearest PPH Global Services, LLC clinic location will be assessed mileage at the federal rate
 - c. Rural clinics may incur a set-up fee
 - i. Rural clinic is defined as sites more than 150 miles from the nearest PPH Global Services, LLC location
- Online scheduler available at no additional cost
- Privacy screens by request and come at additional cost
- Supplies are shipped to event site or lead nurse one to two days in advance

- d. If materials are shipped to the client, client contact is responsible to store the climate-controlled box of vaccinations and materials in a safe, indoor location. Client shall not open or otherwise tamper with the vaccine or materials.
- The screening coordinator will manage all client/site contact communication
 - Cancellation – A cancellation fee if clinic is cancelled ≤ 72 hours before scheduled date & time
 - Each recipient will be required to read and sign a consent form prior to receiving Services. Consent forms will be provided to recipients at the time services are rendered
 - Assigned personnel will arrive a minimum of thirty (30) minutes prior to the scheduled start time for purposes of setting up and organizing supplies. At least two (2) business days prior to the event date, HealthFitness will provide the names of personnel to Client
 - PPH Global Services, LLC will provide items necessary to give the injections including but not limited to syringes, sponges, syringes, band aids, needle containers, emergency drugs along with nursing professionals licensed in the state, and administrative personnel sufficient in number to provide the injections within the time period scheduled. PPH Global Services, LLC will also supply all authorization forms, literature, and written instructions
 - PPH Global Services, LLC will instruct all staff assigned to Client to remove all used medical supplies and ensure that the area is cleaned of any fluids, etc. following the conclusion of the clinic and prior to departure specified in number 2 above. PPH Global Services, LLC will also supply all forms, literature, pens, written instructions and the like
 - Vouchers
 - e. Flu voucher programs are available no earlier than September 1st of current year
 - f. Orders placed after this date takes 4-wks for delivery
 - g. PDF voucher is provided to HealthFitness by PPH Global Services, LLC
 - h. Trivalent available at Walgreen's only
 - i. Quadrivalent available at CVS and Walgreens
 - j. Charged for each redeemed voucher

TOTAL CONTRACT AMOUNT NOT TO EXCEED \$110,000

[END OF PAYMENT TERMS]

EXHIBIT C

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 furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

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 contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na