

UNIVERSAL SERVICE AGREEMENT

This Universal Service Agreement (the "Agreement") by and between Equifax Workforce Solutions LLC, a Missouri limited liability company ("EWS"), and County of Mendocino, a/an ("Client") is entered into and shall be binding upon the date this agreement becomes fully executed by all parties. The parties agree as follows:

1.0 CONTRACT SERVICES

Client hereby authorizes EWS to provide employment or payroll related services (the "Service(s)") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)"). The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by EWS, and such Schedules, whether attached hereto or entered into after the execution of this Agreement, shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

2.0 TERM

The term for each Service is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding Schedule with a term in effect.

3.0 EWS OBLIGATIONS

EWS agrees that the Service will be provided in compliance with applicable laws and regulations, including any applicable privacy laws. EWS MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

4.0 CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data provided to EWS by or on behalf of Client, which does, or could be used to, directly or indirectly identify an individual ("Data"); (ii) all information provided by EWS to Client pertaining to the Services; (iii) information of a party which a reasonable person would understand under the circumstances to be confidential, including information marked as "Confidential," "Proprietary" or words of similar meaning by either party. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care.

Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

Upon Client's written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), EWS will purge, destroy, or otherwise render inaccessible, Data housed in the EWS production database(s), provided that EWS may retain archival copies of Data for audit and dispute resolution purposes and EWS may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. EWS shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement.

This Section shall survive the termination of this Agreement.

5.0 DATA SECURITY AND PRIVACY

5.1 EWS shall maintain an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

To comply with the safeguard obligations generally described above, EWS has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards (including encryption of Data at rest and during transmission), to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

EWS shall notify Client in writing as soon as possible and without unreasonable delay, after any confirmed or reasonably suspected breach, as defined by applicable law(s), of Client's Data contained in EWS database(s) (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. EWS shall cooperate with law enforcement in accordance with applicable law; provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. EWS shall promptly take appropriate action to mitigate such risk or potential problem at EWS's expense. In the event of an Incident, EWS shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

5.2 In order to obtain access to Services, Client's users may be required to create user names and passwords. Client shall ensure that its users comply with Client's security controls and/or policies regarding the creation, use and/or maintenance of passwords. Client shall also be responsible for maintaining accurate access privileges for its users and shall be responsible for disabling the account of any Client user who is no longer entitled or authorized to access the Service.

6.0 DATA QUALITY AND DATA TRANSMISSION

Client acknowledges that the ability of EWS to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for EWS to provide the Services. Client agrees to provide such Data to EWS within a mutually agreeable timeframe and to promptly correct and update Data. Client further agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by EWS. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. Client agrees that any action required of EWS to correct the Data for Client may result in additional fees, as provided in each applicable Schedule attached hereto. Furthermore, Client agrees to transfer Data to EWS using one of the approved secure shipping methods provided in Attachment 1.

7.0 PROPRIETARY RIGHTS

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by EWS to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

8.0 INDEMNIFICATION/LIMITATION OF LIABILITY

- 8.1 Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) (collectively, "Claim(s)") incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees': (i) breach of the Confidentiality obligations set forth in this Agreement, including, but not limited to when such breach results in an Incident, (ii) infringement on the United States intellectual property rights of third parties, (iii) intentional wrongful act or omission, willful misconduct, and/or (iv) breach of Data Quality and Transmission obligations; provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any Claim for indemnity and cooperates fully in the defense of the Claim, (b) the party providing indemnity shall select counsel to defend any such Claim, and (c) the indemnifying party has sole control over the defense of the Claim and will have the right to settle an indemnified Claim without the prior written consent of the indemnified party, so long as a judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the indemnified party, and does not contain an admission of guilt or liability.
- 8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM. THIS LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY THIRD PARTY CLAIM FOR WHICH EITHER PARTY HAS AN OBLIGATION OF INDEMNITY PURSUANT TO SECTION 8.1.
- 8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.0 MISCELLANEOUS

- 9.1 **Entire Agreement.** This Agreement, which includes all Schedules attached hereto and/or entered into after the execution hereof, comprises the entire Agreement between the parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.
- 9.2 **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such party's reasonable control.
- 9.3 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

- 9.4 **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT, PROCEEDING, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.
- 9.5 **Assignment/Modification.** Neither party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by business reorganization, either party may assign this Agreement, provided that they provide the other party with written notice. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. Except as provided in each applicable Schedule hereto, this Agreement may be amended or modified only by the written and signed consent of the parties.
- 9.6 **Notices.** Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

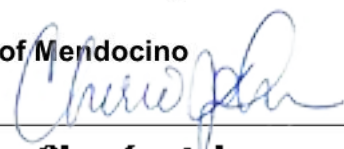
To Client:	To EWS:
County of Mendocino	Equifax Workforce Solutions LLC
501 Low Gap Rd. #1320	11432 Lackland Road
Ukiah, CA 95482	St. Louis, MO 63146
Attn: Kao Saeturn	Attn: President

Either Party may change its notice address with written notice to the other party.

- 9.7 **Counterparts/Execution.** For the convenience of the parties, copies of this Agreement, including Schedules hereto, may be executed in two or more counterparts and signature pages exchanged by electronic process or scanned copies via e-mail. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

County of Mendocino

By: 

Name: Cherie Johnson

Title: HR Director

Date: 01/05/2026

Equifax Workforce Solutions LLC

By: 

Name: Amara Meyer

Title: VP, National Accounts

Date: 05/22/2026

Attachment 1

Client Security Requirements for transmission of Employment and Income Data to EWS

The following table outlines the acceptable options for the secure transfer of employment and income Data, to EWS. Client agrees to use one of the approved secure delivery or transmission methods provided below. The EWS preferred methods of receiving Data are Secure File Transfer Protocol (SFTP) with PGP encryption or API.

	Transfer Option	Description	For Added Protection
1	SFTP	Secures credentials and information in the file during transmission using the SSH protocol.	PGP desktop software and use of the EWS PGP encryption key adds extra protection to the Data file itself.
2	API	API level integration with human capital management systems such as Workday and PeopleSoft.	Strong authentication processes and network encryption via TLS 1.2+ add extra protection.
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and use of the EWS PGP encryption key encrypts the Data file.
4	Secure Email (Virtru)	Secures information in the body of the email and attachments.	EWS recommends using a secure email service to ensure emails are properly encrypted.

SCHEDULE A – UNEMPLOYMENT COST MANAGEMENT SERVICE

SERVICE PROVIDER, TERM AND FEES FOR SERVICES

CLIENT NAME: County of Mendocino ("Client")

SCHEDULE EFFECTIVE DATE: May 1, 2026

The Unemployment Cost Management Service is an unemployment cost control service provided by Equifax Workforce Solutions LLC, a Missouri limited liability company ("EWS"). EWS will render comprehensive unemployment cost control services, detailed below (each, a "Service") to Client in compliance with state regulations. Client authorizes EWS as its authorized agent to provide the Service. EWS shall provide the Service in accordance with the Universal Service Agreement ("Agreement"), this Schedule and Schedule B (which are part of the Agreement) utilizing the employment and tax information supplied by Client. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in Agreement.

1. **Term:** This Schedule shall be for an initial term of three (3) years from the Schedule Effective Date hereof (the "Initial Term"). This Schedule shall automatically renew for successive one (1) year terms ("Successive Terms") unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then current term before terminating the Schedule. Each twelve (12) month period of the Term shall be deemed an "**Agreement Year**".
2. **Termination:** Either party may terminate this Schedule if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule.
3. **Payment Terms:** All fees shall be invoiced as stated in Schedule B and/or a Statement of Work, as applicable, attached hereto and made part of this Schedule A.
 - Invoices are due net thirty (30) days from the date of invoice. Failure to pay invoices within the aforementioned time period may result in a suspension of the Service for as long as such invoice(s) remain(s) unpaid.
 - Payments not received within 45 days of invoice will bear interest at a rate of 1.5% per month.
 - Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, EWS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS's net income and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items.
 - All prices are in U.S. dollars.
4. **Authority:** EWS does not prepare federal or state tax returns for its clients, and EWS disclaims any and all responsibility for preparation of Client's federal or state returns. At no time will EWS render or be required to render any service that could be interpreted as the practice of law or accountancy. EWS's obligation is to assist Client in administrative, unemployment proceedings. Nothing herein shall be construed to obligate or require EWS to provide or otherwise pay for Client's representation in any subsequent legal proceedings in any State or federal court.
5. **Third Party Indemnification:** In the event Client's current or former employee(s) bring(s) a Claim against EWS relating to his/her employment or termination of employment, Client shall indemnify, defend or pay the cost of defense, and hold EWS harmless with regard to any such Claims as long as EWS was acting within the scope of its authority and such suit is not due to EWS's negligence or willful misconduct. The obligations set forth in this section are in addition to the indemnity obligations set forth in the Agreement.
6. **Client Responsibilities:** Client acknowledges that the ability of EWS to provide services which comply with state laws and procedures is dependent upon the timely information and prompt action by Client. Client agrees to inform EWS of important facts and changes in circumstance and to make its best efforts to attend state hearings and other meetings as appropriate to fulfill the responsibilities of Client as an employer and EWS as an agent of employer.
7. **Data:** Client acknowledges that the ability of EWS to provide accurate information is dependent upon accurate Data from Client. Client agrees to provide EWS with accurate Data, as necessary, and to notify EWS in advance of any and all changes or modifications in the format of Client's system interface and/or the Data. Should EWS be required to correct the Data for Client, custom data conversion fees will be based on actual hours required at \$185 per hour. EWS will provide Client an estimate of time required and will obtain prior written approval before commencing work. EWS may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees. 0216102615 – Internal EFX Use
8. **Transmittal of Personal Data:** EWS's internal policy for securing electronic communications containing confidential information, such as social security numbers, requires use of a secure email encryption application for clients who prefer

to use email as their method of communication. This allows email to travel over the internet securely and is easy for Client to use when retrieving and sending confidential email.

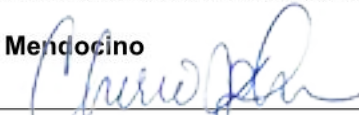
9. **Technical Support:** EWS shall use reasonable efforts to promptly correct any material defects in the Service. EWS will use reasonable efforts to provide Client with technical support to assist with regard to any material defects and/or errors in the Service. EWS, at its sole discretion, will choose which method(s) it uses to provide support services to Client. This Schedule does not provide for any on-site training, on-site maintenance, or other support of any kind related to the Service.
10. **Ownership:** The recommendations, suggestions and/or work product presented in writing to Client by EWS in connection with the Services are the sole and exclusive property of EWS.
11. **Modification of Service Description:** EWS reserves the right to modify the Service from time to time. If EWS reasonably believes that the modification to the Service Description Overview may materially degrade the Service, then (1) EWS shall provide to the Client reasonable notice of the change, and (2) Client may terminate the Service by providing thirty (30) days written notice to EWS in accordance with the notice provisions of the Agreement. Termination shall be effective ninety (90) days after notice from Client, unless the parties mutually agree in writing to a later date. Absence of such termination shall constitute Client's agreement to the modification of the Service Description Overview.
- Schedule A and Schedule B shall be binding on the parties upon the Schedule Effective Date.

County of Mendocino

By: _____

Name: _____

Title: _____



Cherie Johnson

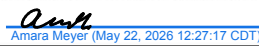
HR Director

Equifax Workforce Solutions LLC

By: _____

Name: _____

Title: _____


Amara Meyer (May 22, 2026 12:27:17 CDT)

Amara Meyer

VP, National Accounts

SCHEDULE A – UNEMPLOYMENT COST MANAGEMENT SERVICE

SERVICE DESCRIPTION OVERVIEW

Service Options (Select applicable option)

Unemployment Cost Management Services ("Services") are designed to reduce unemployment costs by eliminating benefits paid on unemployment claims discovered to be invalid, reducing administrative errors, and applying tax savings strategies.

EWS will provide one of the following non-legal services:

☐ **Core**

0216108307 – Internal EFX Use

- **Unemployment Claims Management Services.**

- Self-Service unemployment case management allowing Client to self-direct the handling of each unemployment claim utilizing EWS' proprietary unemployment case management platform via an internet interface. Client will provide claim responses and information through the internet interface at its sole risk. EWS will not be responsible or liable in any manner for information or entries provided through the internet interface by Client.
- The auditing of benefit charges on unemployment claims managed by Client using the Services;
- The correction of discovered state agency errors;
- The provision of standard training and education materials;
- The establishment of procedures to enable EWS to process unemployment related forms;
- The verification of unemployment benefits paid; and
- The availability of reports on claims, separations and charges via the internet interface;
- Optional unemployment hearings representation ("Hearings Representation") upon request subject to additional fees contained in Schedule B

- **Unemployment Tax Management Services.**

- **Rate Verifications.** The verification of the accuracy of annual tax rates issued by state workforce agencies, unless related to a merger, acquisition, or reorganization for which EWS did not manage the tax notifications.
 - **Voluntary Contributions.** The calculation of voluntary contributions when permitted. and
 - **Third Party Rate Notifications.** The forwarding of tax rate notices to third parties upon request of Client.
- **Optional Wage Audits.** If selected in Schedule B and subject to the outlined additional fees,
 - provide Client the ability to respond to unemployment benefit wage audit requests received by Client from state agencies through an internet interface;
or, at Client's option,
 - Provide automated response to unemployment benefit wage audit requests for Client from state agencies. Additional wage data requirements apply.

☒ **Pro**

0216108308 – Internal EFX Use

- **Unemployment Claims Management Services.**

- The analysis of unemployment compensation records provided;
- The correction of discovered state agency errors;
- Auditing of benefit charges on unemployment claims managed by EWS;
- The establishment of procedures to enable EWS to process unemployment related forms including but not limited to Client's use of an internet interface to interact with EWS for needed information and to receive important notices
- The verification of unemployment benefits paid;
- Provide activity reports on claims, separations and charges transmitted electronically, via the internet interface;
- An internet interface to provide separation data as needed and to extract periodic reports ();
- Provide annual status report and other management reports;
- Consultation regarding unemployment hearing attendance; and
- Optional Hearings Representation for unemployment matters brought before an administrative agency or tribunal.

- **Unemployment Tax Management Services.**

- **Rate Verifications.** The verification of annual tax rates issued, unless related to a merger, acquisition, or reorganization for which EWS did not manage the tax notifications.
- **Voluntary Contributions.** The calculation of voluntary contributions when permitted.
- **Third Party Rate Notifications.** The forwarding of tax rate notices to third parties upon request of Client.
- **Optional Wage Audit.** If selected in Schedule B and subject to the outlined additional fees,
 - provide Client the ability to respond to unemployment benefit wage audit requests received by Client from state agencies through an internet interface;
or, at Client's option,
 - Provide automated response to unemployment benefit wage audit requests for Client from state agencies. Additional wage data requirements apply.

☐ **Elite**

0216108309 – Internal EFX Use

- **Unemployment Claims Management Services.**
 - The analysis of unemployment compensation records provided;
 - The correction of discovered state agency errors;
 - Auditing of benefit charges on unemployment claims managed by EWS;
 - The establishment of procedures to enable EWS to process unemployment related forms;
 - The verification of unemployment benefits paid;
 - Provide activity reports on claims, separations and charges transmitted electronically, via the internet interface;
 - An internet interface to provide separation data and extract periodic reports;
 - Provide annual status report and other management reports;
 - Consultation regarding unemployment hearing attendance; and
 - Optional Hearings Representation for unemployment matters brought before an administrative agency or tribunal.
- **Unemployment Tax Management Services.**
 - **Rate Verifications.** The verification of annual tax rates issued, unless related to a merger, acquisition, or reorganization for which EWS did not manage the tax notifications.
 - **Voluntary Contributions.** The calculation of voluntary contributions when permitted.
 - **Third Party Rate Notifications.** The forwarding of tax rate notices to third parties upon request of Client.
- **Wage Audit.** Provide Client the ability to respond to unemployment benefit wage audit requests received by Client from state agencies provided through an internet interface.
OR at Client's option
- **Optional Wage Audit.** If selected in Schedule B and subject to the outlined additional fees,
 - provide Client the ability to respond to unemployment benefit wage audit requests received by Client from state agencies through an internet interface;
or, at Client's option,
 - Provide automated response to unemployment benefit wage audit requests for Client from state agencies. Additional wage data requirements apply.
- **UC Product Success Manager.**
 - Monitor KPIs (win rates, protest rates, POA status, and overall program success) working directly with the Client and the service teams to help drive UC Service knowledge and improvement.
 - Meet regularly with the Client to understand challenges and changes, providing guidance to help Client's program work more efficiently and effectively.
 - Document and maintain Client specific details to help Client create or refine standard operating procedures.
 - Helps keep Client current on updates made to the UC Services to help ensure better utilization of the UC Service.

SCHEDULE B – UNEMPLOYMENT COST MANAGEMENT**SERVICE FEES**

Transaction Fee / Type	Elected (yes/no)	Annual Fee*	Number Included in Annual Fee	Excess Fee	Excess Fee Invoice Frequency	Excess Fee Invoice Timing
Unemployment Claims 0216122177 – Internal EFX Use	Yes	\$1,373.34	50 per Agreement Year	\$32/per Claim 0216108361 – Internal EFX Use	Monthly	In Arrears
Hearings Representation 0226122194 – Internal EFX Use	Yes		Per Diem per Agreement Year	\$275/per Hearing 0216108363 – Internal EFX Use	Monthly	In Arrears
Management of State Unemployment Insurance (SUI) Accounts 0216122184 – Internal EFX Use	Yes		1 per Agreement Year	\$115/per SUI 0216108362 – Internal EFX Use	Monthly	In Arrears
Optional Wage Audits ☐ Client will provide a payroll file 0216122179 – Internal EFX Use	No		N/A per Agreement Year	\$14/per Wage Audit 0216108351 – Internal EFX Use	Monthly	In Arrears

* Annual Fee will be invoiced in advance in four (4) equal quarterly payments.

The Annual Fee and the Excess Fee will increase by three percent (3%) on each anniversary of the Schedule Effective Date.

Hearings Representation (*applicable to all options that include Hearings Representation*).

By Client authorizing and appointing EWS to represent Client by a signed Power of Attorney, EWS will help support Client in unemployment claim related matters, and the following shall apply:

- In addition to Hearings Representation performed by EWS, and subject to the limitations on representation stated in Section 4 of this Schedule (Authority), Client may request and authorize EWS as lawfully permitted to obtain attorney representation for Client at unemployment hearings where attorney representation is a statutory requirement or otherwise required by law or regulation of the particular state. If applicable, Client must complete the Power of Attorney Authorized Signer section of the Client Information table.
- EWS will invoice Client for attorney representation up to a maximum of \$350 per hearing, which will be paid directly to the attorney obtained by EWS for representation of Client. 0216108343 – Internal EFX Use
- In the event EWS, as Client's Agent, negotiates a fee on behalf of Client that is less than \$350, EWS shall only invoice Client for the amount of the legal fee charged by the attorney.
- In addition, a fee of \$50 will be due to EWS as Client's Agent for EWS's non-legal services in coordinating and facilitating the attorney's representation, including administration and processing of factual material such as EWS's file on the matter at issue and contact information, and the invoicing and processing of payment to the attorney. EWS does not retain any portion of the fee paid by Client to the attorney, and does not accept referral fees.
- Client shall appoint a primary Power of Attorney signer listed in the Client Information Table, who is authorized to legally sign on Client's behalf.
- Applicable only in the state of California, Client may be subject to benefit charges in certain cases where a chargeability hearing will be scheduled. EWS or EWS representative will attend the chargeability hearing without Client for a flat fee of \$50 in an effort to relieve Client's account of benefit charges.

- EWS shall not assume any risk or liability where its inability to fulfill any of its obligations under this Schedule, including, but not limited to, Hearings Representation, is the result of any changes or modifications in governmental laws, rules, regulations, or administrative procedures that change current unemployment practices or proceedings.

Optional Reemployment Services and Associated Fees

Following are Optional Reemployment Services that Client may utilize during the term of this Schedule, regardless which service option has been selected above. The below fees shall be applicable during the initial Term of this Schedule, unless otherwise agreed in writing by the parties.

EWS shall provide access to the Reemployment Services through NextJob, Inc., an Oregon corporation ("NextJob") upon written request. In order to receive the Reemployment Services, Client must provide NextJob and/or EWS with requested information in a timely fashion. Requested information shall include, but not be limited to, a list of personnel with ordering authorization and reporting preferences. NextJob and/or EWS will reach out and conduct an onboarding call.

Service	Amount	Elected (yes/no)	Maximum Threshold (Employees)	Overage Fee*	Billing Type/ Frequency
Reemployment Services – Essentials 0216119155 – Internal EFX Use	\$ _____ per Agreement Year, billed in equal monthly installments	No	(volume) per Agreement Year	\$1,500.00 per Transaction 0216119155 – Internal EFX Use	Monthly , beginning sixty (60) days after the Schedule Effective Date, or when the Service is live, whichever is earlier
Reemployment Services – Advanced 0216119153 – Internal EFX Use	\$ _____ per Agreement Year, billed in equal monthly installments	No	(volume) per Agreement Year	\$2,325.00 per Transaction 0216119153 – Internal EFX Use	Monthly , beginning sixty (60) days after the Schedule Effective Date, or when the Service is live, whichever is earlier
Reemployment Services – Advanced + 0216119151 – Internal EFX Use	\$ _____ per Agreement Year, billed in equal monthly installments	No	(volume) per Agreement Year	\$3,450.00 per Transaction 0216119151 – Internal EFX Use	Monthly , beginning sixty (60) days after the Schedule Effective Date, or when the Service is live, whichever is earlier

* The Annual Fee and the Excess Fee will increase by three percent (3%) on each anniversary of the Schedule Effective Date.

Service Options Definitions:

The following details the Optional Reemployment Services available during the term of this Agreement to Client's separated employees ("Job Seekers") and current employees of Client.

Essentials

- Three (3) months of 1-on-1 video job coaching with a mentor.
- Thirty-nine (39) week access to an online training platform for Job Seekers. This online training platform provides tools such as: job searching, personality profile discovery, resume building, mock interview training tool.
- Job Seekers may participate in weekly web workshops for up to 13 weeks.

Advanced

- Six (6) months of 1-on-1 video job coaching with a mentor.
- Access to an online training platform for Job Seekers until hire. This online training platform provides tools such as: job searching, personality profile discovery, resume building, mock interview training tool.
- Job Seekers may participate in weekly web workshops for up to 26 weeks and have access to executive recruiter networking.

Advanced+

- Twelve (12) months of 1-on-1 video job coaching with a mentor.
- Access to an online training platform for Job Seekers until hire. This online training platform provides tools such as: job searching, personality profile discovery, resume building, mock interview training tool.
- Job Seekers may participate in weekly web workshops for up to 52 weeks and have access to executive recruiter networking.

Optional Unemployment Tax Management Services and Associated Fees

Following are Optional Unemployment Tax Management Services that Client may utilize during the term of this Schedule, regardless which Unemployment Claims Management service option has been selected above. The below fees shall be applicable during the Term of this Schedule, unless otherwise agreed to in writing by the parties.

EWS shall provide the Optional Unemployment Tax Management Services to Client upon written request, which may be in the form of electronic mail, which shall include reference to the specific scope of services to be provided, the associated total fee, and the date of invoicing. In addition, a Statement of Work, in the form of Exhibit B hereto, will be required to engage EWS to provide "M&A Tax Planning and Compliance Filings" services listed below, or any other Unemployment Tax Management Service not otherwise included in the Annual Fee. The mutually agreed upon Statement of Work shall become part of the Agreement.

Transaction	Additional Fee (if applicable)
M&A Tax Audit and Refund Recovery	35% Contingency
M&A Tax Planning and Compliance Filings	Priced as agreed upon between the parties (Statement of Work required)
Joint Account/Common Rating Analyses and Special Rating Strategies	25% Contingency
Rate Forecasting	\$240 per account forecasted
Registration and Closure Services:	\$210 per Account Registration
State or local income tax withholding registrations State unemployment tax account registrations Combined state income tax withholding and unemployment account registrations	\$270 per Combined Registration
State or local income withholding account closures State unemployment tax account closures	\$120 per Account Closure

The following details the Optional Tax Management Services available during the term of this Agreement:

- **Joint/Common Rating Analysis and Special Rating Strategy.**
 - Providing savings analysis and recommendations on joint/common rating at a contingency fee rate of 25%.
 - Providing savings analysis and recommendations for negative write-offs and payroll variation elections at a reduced contingency fee rate of 25%.
 - The Joint Account/Common Rating Analysis contingency fee shall be calculated based on the tax savings realized from the joint/common rating analysis and implementation generated by EWS's actions. This includes other special tax rating strategies such as negative write-offs and payroll variation elections. The contingency fee will be payable following the quarter(s) of savings for the duration of the joint account or special tax rating strategy.
- **Registration and Closure Services.**
 - Completion of state and local withholding and unemployment tax registrations and account closures, unrelated to a merger & acquisition event.
 - The fees to be paid to EWS shall be \$210 per account registration and \$120 per account closure.
- **Rate Forecasting.**
 - Provide standard unemployment tax rate forecasts. Enhanced rate forecasts can be provided for an additional fee to be determined at time of request.
 - The fee to be paid to EWS shall be \$240 per standard forecast.
- **M&A Tax Planning and Compliance Filings.**
 - Providing unemployment analyses and recommendations on mergers, acquisitions, reorganizations or divestitures;
 - Completion of unemployment registration(s), status updates, and required transfer of experience application(s);
 - Consultation, completion and presentation of any data that may be required by the workforce agency to process total or partial transfers of unemployment experience;
 - Requesting most favorable rate(s) and maximizing tax savings using the state laws to Client's advantage;

- Monitoring the workforce agency processing of the merger, acquisition, reorganization or divestiture to ensure proper assignments of unemployment tax rates;
 - Protest improper assignments of unemployment tax rates (up to the initial appeal, excluding preparation and representation in administrative hearings); and
 - Update EWS tax database to reflect legal entity changes.
- **M&A Tax Audit and Refund Recovery.**
 - Auditing historical unemployment tax records in accordance with state and federal statutory time periods and confirm all refunds and/or credits associated with overpaid tax have been issued or used;
 - Reviewing historical wage base continuation and experience transfer options for social security ("FICA"), federal unemployment insurance ("FUTA"), and state unemployment insurance ("SUI") resulting from mergers, acquisitions, reorganizations or divestitures within state and federal statutory time periods;
 - Communicating Tax Audit and Lookback Review findings to Client so that Client may pursue the recovery of overpaid tax on its own behalf; and
 - Upon written request of Client, completion of prescribed forms and/or applications for refunds, credits, and tax rate revisions at a contingency fee rate of 35%. The contingency fee rate shall be applicable to historical transactions, not otherwise contracted, and future transactions during the term of this Schedule.
 - The Tax Audit contingency fee shall be calculated based on the total recovery of any refunds, tax credits or tax rate revisions received by Client. The contingency fee will be payable on the total recovery secured by EWS when the state and/or federal agency issues a credit, refund (including interest received or penalties abated) or tax rate revision that reduces Client's past or future tax liability.

Additional Terms:

- The Annual Fee applies to Services rendered under this Schedule for Client and its subsidiaries or affiliates listed on Exhibit A.
- Unemployment Claims shall be defined as (i) any unemployment related claim document officially generated by a state agency, or (ii) in the event an unemployment claim was not managed by EWS, any document or inquiry which requires further case management by EWS.
- This Schedule will be amended as mutually agreed by EWS and Client in the case of additional state unemployment accounts and additional claims activity due to acquisitions, mergers, or reorganizations of Client.
- Client acknowledges the recommendations, suggestions and/or work product presented in writing to Client by EWS in connection with the Unemployment Tax Management Services are the sole and exclusive property of EWS. Client agrees to pay EWS as outlined herein for all savings realized should any of the ideas presented by EWS be utilized. This paragraph shall survive and remain in force after the termination of this Agreement.
- Workload estimates are provided by Client. If any of the workload estimates increase by 25% or more in an Agreement Year, (including as a result of a merger or acquisition), the parties agree to negotiate in good faith an appropriate adjustment to the workload estimates and the annual fee for the current Agreement Year. Any such adjustments to workload or fees will be retroactive to the beginning of the then current Agreement Year.

Client Purchase Orders and Contact Information

- **Client Purchase Orders:** If the use of a Purchase Order ("PO") or similar ordering document is required by Client, the following information must be provided as part of the Agreement. Failure to include this information reflects Client's agreement that a PO shall not be required by Client. Client shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control.

PO Number (or similar)			PO Contact	
PO Amount (does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified in the Agreement)	\$ per timeframe		Name:	
PO Effective Dates (does not impact the Effective Date(s) or Term(s) specified in the Agreement)	From:		Phone:	
	To:		Email:	

- **Client Information**

Client Name:	County of Mendocino		
Address:	501 Low Gap Road, Room 1326		
City, State, Zip:	Ukiah, CA 95482		
Main Contact:	Cherie Johnson		
Title:	HR Director		
Primary Email:	HR@mendocinocounty.gov		
Alternative Email:	johnsonc@mendocinocounty.gov		
Phone:	703-234-6600		
Fax #:			
Invoice Delivery Method:	Mail Address:		
☐ Mail	Email Address: HR@mendocinocounty.gov		
☒ Email			
Payment Method:			
☐ Check			
☒ Credit Card			
☐ ACH			
Power of Attorney Authorized Signer (if applicable)			
Contact Name:	Cherie Johnson		
Email Address:	HR@mendocinocounty.gov		
Phone:	703-234-6600		
Wage Audit Contact (if applicable)			
Contact Name:			
Email Address:			
Phone:			

LIST OF COVERED ENTITIES

EFFECTIVE DATE:

Upon Signing

[illegible]

EXHIBIT B
UNEMPLOYMENT TAX MANAGEMENT SERVICE

SAMPLE STATEMENT OF WORK

This Unemployment Tax Management Service Statement of Work ("SOW") by and between Equifax Workforce Solutions LLC, a Missouri limited liability company ("EWS") and {Client Name to be inserted} ("**Client**"), dated {SOW Effective Date to be inserted} ("**SOW Effective Date**") is issued pursuant to and governed by the Universal Service Agreement between EWS and Client, dated {Agreement Effective Date to be inserted} (the "Agreement"), as well as Schedules A and B – Unemployment Cost Management Service thereto (collectively, the "UCM Schedules"). Any terms and conditions in this SOW that modify or change the terms and conditions of the Agreement or the UCM Schedules shall apply to this SOW only. All capitalized terms used but not defined in this SOW shall have the meanings given them in the Agreement or UCM Schedules, as applicable.

1. Term. The term of this SOW shall begin on the SOW Effective Date and continue until the earlier to occur of: (i) the completion of the Services provided hereunder; or (ii) three (3) years from the SOW Effective Date, unless extended by the mutual written agreement of the parties. In the event the Agreement and/or the UCM Schedules are terminated or expire prior to the completion of the Services provided hereunder, the terms and conditions of the Agreement and UCM Schedules shall remain in effect with regard to the Services provided hereunder, until the completion of such Services.
2. Scope of Services. EWS shall provide the following Services to Client:
3. Pricing. The following fee(s) shall apply to the SOW:
4. Invoicing. The fee(s) shall be invoiced as follows:

Client Purchase Orders and Contact Information

- **Client Purchase Orders:** If the use of a Purchase Order ("PO") or similar ordering document is required by Client, the following information must be provided as part of the Agreement. Failure to include this information reflects Client's agreement that a PO shall not be required by Client. Client shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control.

PO Number (or similar)		
PO Amount (does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified in the Agreement)	\$_____ per timeframe	
PO Effective Dates (does not impact the Effective Date(s) or Term(s) specified in the Agreement)	<i>From:</i>	
	<i>To:</i>	

PO Contact	
<i>Name:</i>	
<i>Phone:</i>	
<i>Email:</i>	

EXHIBIT B
UNEMPLOYMENT TAX MANAGEMENT SERVICE

SAMPLE STATEMENT OF WORK

• **Client Information**

Client Name:	
Address:	
City, State, Zip:	
Main Contact:	
Title:	
Primary Email:	
Alternative Email:	
Phone:	
Fax #:	
Invoice Delivery Method:	Mail Address:
☐ Mail	Email Address:
☐ Email	
Payment Method:	
☐ Check	
☐ Credit Card	
☐ ACH	

The person(s) signing below represents and warrants that he or she has the necessary authority to bind the principal set forth below as of the SOW Effective Date.

Client

By: _____

Name: _____

Title: _____

Equifax Workforce Solutions LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
DEPARTMENT HEAD

Date: 01/05/2026

Budgeted: ☐ Yes ☒ No

Budget Unit: 1320

Line Item: 862189

Org/Object Code: HR

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST: SARA PIERCE, Interim
~~DARCIE ANTLE~~, Clerk of said Board

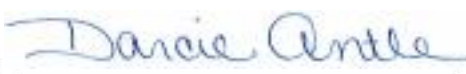
By: _____
Deputy

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

SARA PIERCE, Interim
~~DARCIE ANTLE~~, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: 
Risk Management

Date: 01/05/2026

CONTRACTOR/COMPANY NAME

By: 
Amara Meyer (May 29, 2026 12:09:04 CDT)

SIGNATURE

Date: 05/29/2026

NAME AND ADDRESS OF CONTRACTOR:

Equifax Inc.

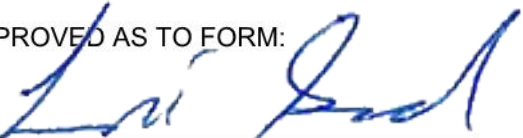
1550 Peachtree Street NW

Atlanta, GA 30309

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: 
COUNTY COUNSEL

Date: 01/05/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 01/05/2026

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: _____