

## **AGREEMENT BETWEEN COUNTY OF MONTEREY AND HUMANSCALE CORPORATION**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and **Humanscale Corporation**, hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP) #10621 for Ergonomics Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **1.0 PERFORMANCE OF THE AGREEMENT**

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10621 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10621. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following identified documents are hereby fully set forth, attached hereto and fully incorporated herein by this reference, as follows:

- Exhibit 1: County of Monterey, IIPP Section 11.0 - Occupational Ergonomics; Policy: Prevention of Repetitive Motion Injuries (RMIs);
- Exhibit 2: Level I – Preventive Ergonomics Evaluation report;
- Exhibit 3: Level II Ergonomic Investigation Evaluation report;
- Exhibit 4: Level III – Workers' Compensation Ergonomic Analysis report;
- Exhibit 5: Follow Up Ergonomic Report;
- Exhibit 6: Approved Vendor List;
- Exhibit 7: Pricing Sheet;
- Exhibit 8: County's Business Associate Agreement
- Exhibit 9: RFP #10621 Addendum #1;
- Exhibit 10: RFP #10621 dated May 18, 2017, including all attachments and exhibits;
- Exhibit 11: CONTRACTOR'S Proposal dated June 20, 2017;
- Exhibit 12: Certificate of Insurance; and

- Exhibit 13: Additional Insured Endorsements.

- 12 All the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP #10621 Addendum #1, RFP #10621 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.
- 13 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 14 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.  
1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 15 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## 2.0 SCOPE OF SERVICE

- 21 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 22 **The Scope of Work includes but is not limited to the following:**
  - 22.1 General Information on Evaluations: Level I-Preventive Ergonomic Evaluations and Level II Ergonomic Investigation (EI) Evaluations are performed on request by: 1) County's employee; 2) manager (with employee's agreement); and/or 3) Risk Management, in response to an identified risk. The requestor is required to complete County's standard Ergonomic Evaluation Request form. Workers' Compensation evaluation requests may be made on this form as well, including those prescribed by a doctor or referred by the Third-Party Administrator (TPA). County's Risk Management will develop CONTRACTOR schedules consistent with mutually agreed upon service dates at the time of Agreement award(s). At a

minimum CONTRACTOR should expect to work on-site at County facilities between 1-6 days per month. An average day of on-site work will typically entail 8 hours of work and between 4-7 evaluations, or one training plus approximately four evaluations.

- 2.2.2 **Level I: Preventive Ergonomic Evaluation and Report (individual):** Level 1, referenced and attached hereto as Exhibit 2: Level 1-preventive Ergonomic Report, employee typically has no or low symptoms, is a new hire or has relocated. No claim has been filed or reported by the employee. The evaluation is typically 30-40 minutes with which CONTRACTOR shall use the County's template report of findings and recommendations submitted to Risk Management and Department Workers' Compensation Coordinator. The employee receives education and training in safe work practices and how to use their existing equipment. The evaluation is designed to educate the employee as a proactive measure on ergonomics for the prevention of injury. Digital photography is used to take as many representative pictures of the employee at work to demonstrate before and after conditions. Departments are responsible for the implementation of the recommendations.

2.2.2.1 Level I evaluations may be done individually or up to 10 in one day provided they are all needed in the same location. A half day service or full day service may be requested.

- 2.2.3 **Level II: Ergonomic Investigation (EI) Report:** This Level 2 evaluation, referenced and attached hereto as Exhibit 3: Level II-Ergonomic Investigation Report, is provided to employees with low to high signs and symptoms but no reported Workers' Compensation claim or employees with a non-occupational medical reason that would benefit from an ergonomic evaluation. The reports are prepared on a County of Monterey Level II - EI report form which CONTRACTOR shall utilize. The evaluation typically takes one hour of onsite time to perform followed by report preparation and submission. Reports should include root cause analysis and biomechanical analysis of typical tasks that may cause discomfort. The employee receives education and training in safe work practices and how to use their existing equipment. The Level II evaluation is designed to educate the employee as a proactive measure on ergonomics and to prevent further discomfort and the onset of injury. Digital photography is used to take as many representative pictures of the employee at work as needed to demonstrate root cause and properly depict before and after conditions. Reports must be submitted directly to Risk Management and Department Workers' Compensation Coordinator.

- 2.2.4 **Level III: Workers' Compensation Evaluation Report:** This Level 3 ergonomic evaluation, referenced and attached hereto as Exhibit 4: Level III-Workers' Compensation Ergonomic Report, is typically prescribed by the physician and authorized in advance by County Third Party Administrator (TPA). In some cases, the TPA will request an ergonomic evaluation. CONTRACTOR will receive pre-authorization to perform the ergonomic evaluation using Level III - County of Monterey Workers' Compensation Evaluation report form. The Level III evaluation is designed to educate the employee as a proactive measure on ergonomics to manage the injury more effectively, reduce or eliminate the root

cause of the claim and promote a safe work environment. Digital photography is used to take as many representative pictures of the employee at work as needed to demonstrate root cause. Reports are submitted directly to Risk Management, Department Workers' Compensation Coordinator and Adjuster TPA. CONTRACTOR is also responsible for sending the report to the treating Physician.

22.4.1 Level 3 evaluations are the only services herein in which CONTRACTOR invoices the TPA directly instead of invoicing the County.

22.5 **Follow-up Evaluations:** Follow-up evaluations, referenced and attached hereto as Exhibit 5: Follow Up Ergonomic Report, are occasionally performed after employees have been seen for Level I, Level II or Level III ergonomic evaluations, a follow up is occasionally requested. These are typically shorter than the original evaluation and must include a review of the prior recommendations. CONTRACTOR must use the County's Follow Up Evaluation Report form. The report must include actions taken from prior recommendations, what actions were previously taken to prevent potential RMIs and employee's behaviors that have/may contribute to RMIs in addition to including findings to justify further actions. Digital photography: as many as needed to demonstrate improvements.

22.6 **"Office Ergonomics and Back Safety" Training:** Interactive classroom training lasting approximately 2 hours for 10-45 participants shall be offered every month. The training shall include a combination of office ergonomics and back safety training. CONTRACTOR shall provide training that meets the scope of the Cal-OSHA 5110 regulation and other recommended best practices. County shall provide the printed handouts for the trainings including the county's ergonomics policy referenced and attached hereto as Exhibit 1 – Occupational Ergonomics Policy: Prevention of Repetitive Motion Injuries. However, upon request, CONTRACTOR may be asked to create customized handouts for trainings. The training programs shall include at a minimum (depending on training focus):

22.6.1 An overview of the County's ergonomics policy and process;

22.6.2 The exposures which have been associated with RMIs and back injuries;

22.6.3 The symptoms and consequences of injuries caused by RMIs and Back injuries;

22.6.4 The importance of reporting symptoms and injuries to the employer; and

22.6.5 Methods used by the employer to minimize RMIs and Back injuries.

CONTRACTOR shall hand out satisfaction surveys that have been previously approved by the County at the end of each training. County will review the surveys to measure performance of CONTRACTOR training effectiveness.

22.7 **Hourly Consultation:** From time to time, projects may arise requiring assistance by CONTRACTOR to advise on facility planning with ergonomics issues, perform department wide ergonomics projects, or assist with other areas of expertise that may be outside the scope of services as described under "other services" referenced and attached hereto as Exhibit 7: Pricing Sheet.



- 22.8 **Ergonomic Evaluation Report Format:** All preventive ergonomic evaluations performed will be documented on County's approved evaluation forms so that there is consistency between service providers and evaluations performed. .
- 22.9 **Recommended Ergonomics Products:** All ergonomic products will be recommended from an approved list of products from County of Monterey approved vendors as referenced and attached hereto as Exhibit 6 – Ergonomics Process Approved Vendor List). Some exceptions with regards to ordering outside of the pre-approved list may be necessary, however, this must be preapproved by Risk Management.
- 22.10 **Submittal of Reports:** All evaluation reports shall be submitted to County in an optimized/reduced file size PDF. Reports shall be sent via email directly to County Safety Officer the Ergo Desk and the Department's Workers' Comp. Coordinator. Note that the County has a total 50 Mg file size limit on email attachments per each email sent. County's Safety Officer will review each report and notify CONTRACTOR if changes must be made to the evaluation to assure accuracy, proper execution and best results.

### 3.0 TERM OF AGREEMENT

- 3.1 The term of the AGREEMENT(s) will commence at the date of final signature, through August 31, 2018.
- 3.1.1 County is not required to state a reason if it elects not to renew.
- 3.2 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

### 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet referenced and attached hereto as EXHIBIT 7: Pricing Sheet. AGREEMENT is not to exceed \$100,000.00 during the term of the AGREEMENT.
- 4.2 Prices shall remain firm, at the "flat rate" stated within Exhibit 7: Pricing Sheet for the initial term of this AGREEMENT. County does not guarantee a minimum or maximum number of dollars to be paid out to CONTRACTOR under this AGREEMENT.
- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining prior written approval from the County.

- 45     Tax:
- 4.5.1     Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 4.5.2     County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## **5.0 INVOICES AND PURCHASE ORDERS**

- 5.1     Level III: Workers' Compensation Ergonomic evaluations shall be invoiced to the TPA directly by CONTRACTOR. Invoices for other services rendered per this AGREEMENT, shall be billed directly to County's Risk Management Division at the following address:

**County of Monterey, Risk Management Division  
Attention: Maria Sandoval  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901**

- 5.2     CONTRACTOR shall reference RFP #10621 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically, after completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller. County Auditor-Controller shall determine the proper payment amount to be certified within 30 days of Auditor-Controller receiving the invoice.
- 5.3     All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4     Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

## **6.0 STANDARD INDEMNIFICATION**

- 6.1     CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death

arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, County has approved insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

### 7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, per the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

### 7.3 Insurance Coverage Requirements:

- 73.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
  - 73.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 73.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 73.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate to cover claim allegations arising from negligence claims, losses, lawsuit, allegations of professional liability, alleged malpractice, or wrongful acts, errors or omissions made during rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

#### 7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's



Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- 745 CONTRACTOR shall always during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## **8.0 RECORDS AND CONFIDENTIALITY**

- 81 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, including the referenced and attached hereto EXHIBIT 8 - County's Business Associate Agreement, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared about the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 82 County Records: When this AGREEMENT expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 83 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 84 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 92 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 93 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## 10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Professional Liability, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 102 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 103 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 104 All of CONTRACTOR's subcontractors shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

## 11.0 CONFLICT OF INTEREST

- 11.1 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. Without limitation, CONTRACTOR represents to and agrees with the COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to the COUNTY, as determined in the reasonable judgment of the Board of Supervisors of the COUNTY.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or about this AGREEMENT for the COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify the COUNTY by notices provided in accordance with Section 20 of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or about this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the COUNTY hereunder.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## **13.0 DRUG FREE WORKPLACE**

- 13.1 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 shall, within five days thereafter notify the head of the COUNTY



department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

#### **14.0 TRAVEL REIMBURSEMENT**

- 14.1 Travel reimbursements are not permitted for this AGREEMENT.

#### **15.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE**

- 15.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards"). As such, CONTRACTOR shall agree to and sign the Business Associates Agreement as attached hereto.

#### **16.0 REQUIREMENTS FOR WORK/SERVICES PERFORMED AT THE HEALTH DEPARTMENT**

- 16.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State of California. The Agency will follow Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

#### **17.0 BACKGROUND CHECKS**

- 17.1 CONTRACTOR may be required to submit a State level criminal background clearance (plus fingerprinting) to do onsite evaluations within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office if requested. The cost of the background check and other such details will be negotiated at the time of the request should there be such a request. It is the decision of the individual department as to whether a background clearance shall be required.

#### **18.0 ACCESSIBILITY**

- 18.1 CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.



## 19.0 NOTICES

19.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:  
County Safety Officer

Risk Management  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
Tel. No.: (831) 784-5686  
FAX No.: (831) 755-5081  
[sandovalMC1@co.monterey.ca.us](mailto:sandovalMC1@co.monterey.ca.us)

TO CONTRACTOR:  
Contract Compliance Manager  
Audrey Knable  
Humanscale Corporation  
220 Circle Drive North  
Piscataway, NJ 08854  
Tel. No. (732) 537-2944  
FAX No. (732) 356-4146  
Email: [aknable@humanscale.com](mailto:aknable@humanscale.com)

## 20.0 LEGAL DISPUTES

- 20.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 20.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 20.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 20.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

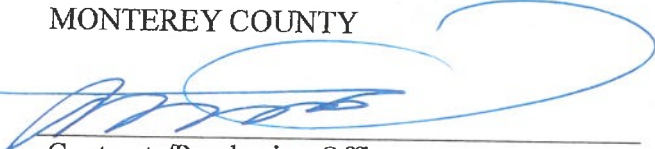
## 21.0 FORCE MAJEURE

- 21.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

- 212 If any party hereto is delayed or prevented from fulfilling its obligations under this Agreement by Force Majeure, said party will not be liable under this Agreement for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 213 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated: 10-9-17

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

Dated: 10-2-17

RISK MANAGEMENT

Approved as to Liability Provisions:

COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Risk Management

By: 

Date: 10/2/17

Dated:

Approved as to Form:

  
Deputy County Counsel

  
Dated: 10/2/17

CONTRACTOR

By: 

Signature of Chair, President, or  
Vice-President

Audrey Knabe, Contract Compliance Mgr  
Printed Name and Title

Dated: 09/20/2017

By: 

Signature of Secretary, Assistant Secretary, CFO,  
Treasurer or Assistant Treasurer

Katie Miglin, Sr Contract Administrator  
Printed Name and Title

Dated: 9/20/17

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

## **EXHIBIT 1 – OCCUPATIONAL ERGONOMICS POLICY**



## EXHIBIT 1 - OCCUPATIONAL ERGONOMICS POLICY

County of Monterey  
County Counsel Division Office of Risk  
Management  
Injury and Illness Prevention Program



### IIPP 11.0

Occupational Ergonomics:

### PREVENTION OF REPETITIVE MOTION INJURIES (RMIs)

#### 1.0 POLICY

The purpose of the County of Monterey's Ergonomics Process is to prevent and effectively manage work related musculoskeletal disorders (WMSDs) such as Repetitive Motion Injuries or Cumulative Trauma Disorders (CTDs) and minimize the associated costs and loss of productivity. The Ergonomics process is a lean, pro-active, participative approach driven by employee and management participation. The process is based on employee participation to prompt a response to address concerns in a positive and preventive manner whenever possible. The County's Ergonomics Process is intended to achieve the following goals:

1. Reduce the pain and discomfort that many employees experience at work by evaluating worksites and work practices that may lead to the development of WMSDs.
2. Implement hazard prevention and control measures that will effectively minimize or abate entirely the risk factors revealed through worksite analysis.
3. Reduce the financial toll on the County of Monterey for direct and indirect medical, administrative and workers' compensation costs related to RMIs and CTDs by offering ergonomic services for improved medical-disability management.
4. Provide education and training to employees who are at risk for developing CTDs and RMIs so that they can actively participate in the prevention of these injuries and illnesses in the workplace.

#### Whereas:

*Section 5110, California Code of Regulations, Title 8* sets forth requirements for employers to implement a program to prevent Repetitive Motion Injuries (RMIs). The regulation applies to worksites where an injury has occurred to more than one employee and meets the scope and application noted below.

(a) Scope and application. This section shall apply to a job, process, operation where a repetitive motion injury (RMI) has occurred to more than one employee under the following conditions:

- (1) Work related causation. The repetitive motion injuries (RMIs) were predominantly caused (i.e. 50% or more) by a repetitive job, process, or operation;
- (2) Relationship between RMIs at the workplace. The employees incurring the RMIs were performing a job process, or operation of identical work activity. Identical work activity means that the employees were performing the same repetitive motion task, such as but not limited to word processing, assembly or, loading;
- (3) Medical requirements. The RMIs were musculoskeletal injuries that a licensed physician objectively identified and diagnosed; and
- (4) Time requirements. The RMIs were reported by the employees to the employer in the last 12 months but not before July 3, 1997.

(b) Program designed to minimize RMIs. Every employer subject to this section shall establish and implement a program designed to minimize RMIs. The program shall include a worksite evaluation, control of exposures which have caused RMIs and training of employees.

(1) Worksite evaluation. Each job, process, or operation of identical work activity covered by this section or a representative number of such jobs, processes, or operations of identical work activities shall be evaluated for exposures which have caused RMIs.

(2) Control of exposures which have caused RMIs. Any exposures that have caused RMIs shall, in a timely manner, be corrected or if not capable of being corrected have the exposures minimized to the extent feasible. The employer shall consider engineering controls, such as work station redesign, adjustable fixtures or tool redesign, and administrative controls, such as job rotation, work pacing or work breaks.

(3) Training. Employees shall be provided training that includes an explanation of:

- (A) The employer's program;
- (B) The exposures which have been associated with RMIs;
- (C) The symptoms and consequences of injuries caused by repetitive motion;
- (D) The importance of reporting symptoms and injuries to the employer; and
- (E) Methods used by the employer to minimize RMIs.

(c) Satisfaction of an employer's obligation. Measures implemented by an employer under subsection (b)(1), (b)(2), or (b)(3) shall satisfy the employer's obligations under that respective subsection, unless it is shown that a measure known to but not taken by the employer is substantially certain to cause a greater reduction in such injuries and that this alternative measure would not impose additional unreasonable costs.

Note: Authority cited: Sections 142.3 and 6357. Labor Code. Reference: Sections 142.3 and 6357. Pulaski v. Occupational Safety & Health Stds. Bd. (1999) 75 Cal.App.4th 1315 [90 Cal. Rptr. 2d 54].

#### **Ergonomics Policy and Primary Process Components:**

- 2.0 Management Commitment and Employee Participation Policy
- 3.0 Ergonomic Worksite Analysis Policy
- 4.0 Hazard Prevention and Control Measures Policy
- 5.0 Medical-Disability Management Policy
- 6.0 Training and Education Policy
- 7.0 Compliance Audits and Investigations Policy

## **2.0 Management Commitment and Employee Participation Policy**

County administrators and department managers demonstrate a commitment by supporting an effective injury prevention and management program by providing the organizational resources, fiscal backing, leadership and personnel necessary to deal effectively with the identified ergonomic risks. Cooperation and communication is required from all segments of the County organization to develop and maintain a safe work environment for employees.

**2.1 Department Management:** It is the responsibility of managers and supervisors to provide a safe work environment. Supervisors and managers must be prepared to coordinate and communicate with employees on work practices and ergonomic evaluation procedures in order to maximize opportunities to prevent RMI injury by early intervention. Managers and supervisors are expected to support and promote the purpose of the ergonomics process set forth by the Board of Supervisors, Administrators and Executive Management. Such support and emphasis should be viewed as a business practice that is equal to any other management objective or department goal.

Whenever possible, RMI prevention techniques should be integrated into the routine practices and procedures of the work unit. As with other health and safety issues, documentation of RMI prevention efforts establishes a historical record and demonstrate compliance with regulatory requirements. *The annual departmental budget planning process should give consideration to ergonomic expenditures and include those costs within the appropriate line items in anticipation of implementing hazard prevention and control measures.* Ergonomic recommendations made that are financially and technically feasible shall be implemented in a timely manner of 30 days or less whenever possible. It is the responsibility of each department to pay for the changes recommended or to discuss other options with Risk Management to assure timely implementation for the prevention and management of WMSDs.

**2.2 Risk Management:** Risk Management will assist departments in developing specific policies, procedures, training, workstation evaluations or other resources to help work units prevent and manage RMI/CTD incidents. Workers' compensation claims will be reviewed and ergonomic worksite analysis will be performed as appropriate to injury type to prevent re-injury or aggravation to employees; such evaluations may be done by a designated department Level I evaluator (for non-

symptomatic employees only), the County Safety Officer or qualified contract consultants depending on the circumstances.

**2.3 Purchasing:** Purchasing management in concert with Risk Management has implemented procedures to review the acquisition of new office furniture or equipment. Such procedures consider the adjustability, durability, “greenness” and compliance with regulatory requirements, ANSI 100 standards, cost and the expected future use of the equipment. Departments intending to replace old furniture; relocate or renovate existing work areas **shall** contact Risk Management to develop a facility plan with ergonomics in mind to be considered in the planning and purchase process.

2.31 The purchasing of ergonomic accessories will be selected from a list of preferred products and vendors known to minimize employee symptoms and have been previously approved by Risk Management for quality, comfort, pricing and other qualifiers.

2.32 The purchase of products or tools recommended reducing ergonomic risk factors associated with pain; discomfort or a known injury for an individual **shall be** purchased by the department or deferred to Risk Management to pay as a claim avoidance or loss control expense. Departments **must** purchase these products promptly, within 30 days from EWA, especially if a physician has approved the recommendations identified in the Ergonomic Analysis. In the event that the department fails to timely purchase the equipment, Risk Management will make the purchase directly. These Costs will be tracked and charged back to departments through the workers’ compensation budgets at the appropriate time.

2.33 Office supplies associated with improved task performance of essential functions that help to reduce force, repetition and awkward postures shall be provided in a timely manner upon recommendation without the need of an ergonomic analysis. This may include but is not limited to the use of telephone headsets (corded or cordless), document holders, electric staplers, electric hole puncher and ergonomic pens.

**2.4 Information Technology:** The Information Technology Department (and Telecom) is the technical resource on hardware and software applications. Some of these applications may be related to engineering controls to prevent RMI exposures. Alternative keyboards, pointing devices or the use of behavior based software (i.e. interruption software; keystroke management) will be approved in advance by the IT department and assist with installation for employees with specific needs of these products as requested. Risk Management shall work in conjunction with the IT department on such matters.

**2.5 Employees:** Employee participation and feedback through clearly established procedures, such as completing a self-assessment or other work survey (online or other methods), is essential in identifying existing and potential risks (perceived or known) as well as assure accountability regarding the employee’s responsibility in the ergonomics process. Employees shall be encouraged to report any RMI symptoms suspected to be work related as early as possible. Other reasons to request assistance may include concerns with workstation set up and equipment use, new hire, new procedure or task, or a safety concern. In the event that the employee relocated, management and employee must ensure the following:



1. Employee must take all equipment recommended through a previous ergonomic evaluation, or
2. Management shall purchase same type of office equipment, e.g. desk, keyboard, keyboard tray, mouse, monitor. etc. if employee is unable to take equipment to new location.
3. Management must submit a request to have employee's desk adjusted as per specs recommended on previous ergonomic evaluation.

Management may request an ergonomic worksite analysis (EWA) for the employee but both, management and employee need to sign for the request. Such reporting shall require submission of a request for an evaluation by the employee and/or supervisor regardless of whether a workers' compensation claim is filed or if medical treatment is provided. A physician may also prescribe an evaluation for an employee. A good faith effort to minimize and/or eliminate the ergonomic exposures to the extent feasible through hazard prevention and control measures (Section 4.0) must be taken in a timely manner.

### **3.0 Ergonomic Worksite Analysis (EWA) Policy**

Ergonomic Worksite Analysis is performed upon request by an employee, supervisor, insurance request or physician in conjunction with the criteria established in Section 5110 regarding job, process, or operation of an identical work activity that may have caused exposures to an RMI. Ergonomic Worksite Analysis is performed by qualified providers based on the type of evaluation and the situation presented. All ergonomic evaluations shall be coordinated and scheduled by or through the County's Risk Management Division. Reasons for an Ergonomic Worksite Analysis include but are not limited to the following:

- Employee concern about workstation set up
- Employee concern with physical discomfort (early symptoms)
- New or revised process, procedure or task (for industrial type jobs)
- New hire employee
- Workers' compensation claim
- Non-occupational injury, illness or disability
- As part of the interactive process (ADA)
- As part of a facility renovation and planning process

*Note: A new EWA will not be scheduled for employees that have had a prior EWA and transfer to a different division within the department to a new department or simply relocate to a different office.*

*Employee shall take with her/him to new office all equipment previously recommended and used during the EWA. If this is not feasible, employee must present her/his prior EWA to new supervisor. The new supervisor shall facilitate the department's purchase of all equipment employee was using at prior workstation and request that facilities, or appropriate entity, adjust desk per EWA specs.*

**3.1 Provision of Ergonomic Worksite Analysis:** EWA is necessary to identify and document ergonomic risk factors (primary and secondary) through observation and measuring the relationship of the worker to his/her work station, tasks, tools and environment. The use of photography or video to document the work environment, work practices and techniques and for further study is utilized routinely. Employees are strongly encouraged to participate for the purpose of documenting the work practices effectively, because without them the relationship of the worker and work can not be determined. Performing a EWA may include the following but is not limited to:

- a. Reviewing medical, safety and insurance records
- b. Identifying trends and patterns related to departments or job classes through survey, interview and discussion with employees and supervisors.
- c. Evaluating workstations for ergonomic risks and hazards that may include the presence of or exposure to awkward and/or static work postures, forces, repetition, vibration, cold exposure, contact stress and other personal factors.
- d. Documenting identified risks and summarizes findings.
- e. Developing and documenting hazard prevention and control measures for implementation in a timely manner (30-90 days or less from first day of reported discomfort).

**3.2 Levels of Ergonomic Worksite Analysis:**

Three levels of EWA intervention are offered:

- Level I – In-house evaluation by a trained ergonomic evaluator (trained county employee or Safety Officer) or contracted evaluator to provide employee instruction on safe work practices and how to set up and use existing equipment effectively.
- Level II- Evaluation provided by a contracted evaluator (ergonomist with appropriate healthcare degree or human factors/ergonomics certification) in response to expressed reporting of early symptoms or the filing of a medical only claim.
- Level III- Evaluation provided by a contracted evaluator (ergonomist with appropriate healthcare degree or human factors/ergonomics certification) in response to expressed reporting of a complex workers' comp claim that has resulted in lost time, a known disability (occupational or non-occupational) or as part of the interactive process.

**3.3 Review of Ergonomic Worksite Analysis Reports:** Ergonomic analysis reports are considered as privileged information, protected under HIPAA and other privacy laws, to be distributed on a limited basis to only those that need to know.

**3.3.1** Management must arrange to meet with the employee within five (5) business days of receiving the EWA report.

**3.3.2** During the meeting management and the employee will review the findings, confirm the recommendations as appropriate and necessary for the employee and reinforce changes made as well as review safe work practices.

**3.3.3** *Management and employee must sign the report within 5 business days and return to the Ergonomics Manager.*

**3.3.4** Within 10 days, management will decide how the recommended equipment will be paid, by selecting the appropriate response in the report i.e. through their department or deferred to Risk Management (to be charged back in future workers' compensation budget).

**3.3.5** Signed EWA reports (copy or original) must be scanned and emailed or interoffice mail to the Risk Management.

**3.3.6** Employee and supervisor must keep a copy of the report for future reference.

#### **4.0 Hazard Prevention and Control Measures Policy**

Identify and implement measures to prevent or control the hazards and risks identified in the ergonomic worksite analysis to the extent feasible. Implementation should take the minimal time necessary to minimize or eliminate the risk and is expected to be completed within a 30-90-day period (from date of request to date of equipment adjustments or new equipment installation) or less with some exceptions. Ensure a system to track the implementation and success of controls implemented.

**4.1 Engineering Controls:** Appropriate measures to reduce RMI incidents include but are not limited to work station redesign, adjustable fixtures or tool redesign. This includes the purchase of ergonomic accessories and tools such as but not limited to: adjustable ergonomic chairs, adjustable tables/work surfaces; changing the height of an existing work surface; adding footrests, document holders, task lighting, glare screens; use of material handling devices; adaptive equipment or tools or other specialized equipment. Any modification to the work environment to reduce RMI exposures is considered as an engineering control. Specialized technical expertise may be required in some situations.

**4.2 Administrative Controls:** Appropriate measures to reduce RMI exposures include task or job rotation, work pacing, work flow modifications or work breaks i.e. mini breaks. These controls are intended to reduce the duration, frequency, intensity and severity of the exposure to ergonomic stressors. Controls such as the use of interruption software (ex. StretchBreak or RSI Guard) to prompt task interruption or other behavioral changes is appropriate.

**4.3 Work Practice Controls:** Work practice controls include education and training on safe and unsafe work practices intended to provide the appropriate methods and habits to prevent the

onset of an RMI or CTD. These include proper work habits and techniques, employee conditioning and stretching, preferred equipment use and other controls as it applies to the office or other work settings.

**4.4 Personal Protective Equipment (PPE):** This includes special clothing provided by the employer such as padding, gloves or other devices worn or attached to the body of the employee. Use of PPE requires specific training and documented procedures. PPE shall not be considered a substitute for feasible engineering or administrative controls. Wrist splints and/or compression wraps, back braces or similar devices that immobilize a body part are not considered PPE. These devices are to be provided and used under medical supervision only. The distribution of PPE is provided as needed following the completion of a EWA or safety audit that indicates the need for these devices.

**4.5 Vision Care Program:** Existing resources that support the goals of RMI prevention include the County's vision plan. This plan offers prescription computer glasses for designated employees and may be appropriate as a control measure in certain instances regarding vision and monitor viewing.

**4.6 Maintenance and Facility Actions:** It is often necessary for maintenance or facilities to assist with the installation, repair, adjustment or relocation of furniture or equipment to improve efficiency and placement of these items. As needed, this activity may be outsourced as appropriate. Assistance from County sources aware of the ergonomics process will benefit the County overall.

## **5.0 Medical-Disability Management Policy**

Medical-disability management is necessary to minimize and eliminate signs and symptoms associated with CTDs and RMIs. While early identification is essential to help prevent the onset of these WMSDs, early medical intervention is just as important following the reporting of a work injury. It is important that medical diagnosis and treatment be promptly provided when symptoms are presented. Many methods of treatment are available ranging from conservative therapy to surgery. It is generally agreed in the medical community that early intervention and prevention strategies can play a significant role in eliminating or minimizing the physical effects of RMI exposures. Prompt and early management of symptoms using self-care methods to manage mild musculoskeletal discomfort may help to alleviate symptoms entirely and rapidly during the first few days of discomfort. In addition, requesting an ergonomic worksite analysis promptly is critical in making changes to the work area and work practices to minimize aggravation. Employees presenting with a physician prescription for an ergonomic analysis **shall** undergo one promptly. The County's third party administrator will assist with providing the necessary resources to ensure employee receives prompt attention. Recommendations will be implemented based on the ergonomics purchase policy (Section 2.32).

**5.1 Non-Occupational Injuries, Illness and Disabilities:** Regardless of whether an injury, illness or disability is work related, does not limit an employee from requesting an ergonomic analysis if they believe their situation is creating additional concerns for them at work. The Ergonomics policy applies to these areas as well with consideration to HIPAA, FEHA, and



ADA legislation. The County has additional policies regarding these areas. Contact EOO for more details.

## **6.0 Ergonomics Training and Education Policy**

Ergonomics training and education is offered routinely to ensure that employees are sufficiently informed about the County of Monterey Ergonomics Process, ergonomic risks and hazards to which they may be exposed and thus be able to participate actively in their own protection. All levels of management and employees shall receive training, each with a slightly different emphasis. All County of Monterey employees are expected to attend some type of general ergonomics training a minimum of every two years. General ergonomics training is recommended to support up to 50 participants per class and last a minimum of one hour. All ergonomics training shall be documented and retained for at least 3 years and may be subject to Cal-OSHA inspection.

**6.1 Ergonomics Training Components:** Training shall include an overview of the potential risk of illnesses and injuries, their causes and early symptoms/signs to be aware of, means of prevention and treatment as well as an explanation of the County's process. This covers but is not limited to:

- (A) The review of the employer's ergonomics policy/program;
- (B) The exposures which have been associated with RMIs;
- (C) The symptoms and consequences of injuries caused by repetitive motion;
- (D) The importance of reporting symptoms and injuries to the employer; and
- (E) Methods used by the employer to minimize RMIs.

**6.2 Ergonomics Training Satisfaction:** The "live" interactive classroom training shall include a means for evaluating the effectiveness of the training and education by offering a "satisfaction survey" to employees regarding the perceived benefits of the training provided and to offer quality measures regarding the training's success. "Live training includes one on one evaluations.

**6.3 Other means of ergonomics training:** Employees may also benefit from other types of educational tools that emphasize the criteria noted above and may include online training, video, DVD or hard copy reading materials. However, none of these will be a substitute for participation in live training when required, unless otherwise approved by Risk Management.

**6.4 Custom Ergonomics Training:** Both general and job specific ergonomics training is available for departments that perform tasks outside the office environment. This includes material handling, health care ergonomics, laboratory ergonomics and other specialty areas. Often these trainings are developed following an ergonomic analysis of the specific work tasks and routines and encourage management and employee participation for best outcomes.

## **7.0 Compliance Investigation and Audits Policy:**

Department management, supervision and employees will provide full and complete cooperation with all ergonomic worksite evaluation, audit or investigation initiated by County of Monterey

management, Risk Management or Cal-OSHA that involves occupational health and safety complaints or investigation of a work related RMI injury using ergonomic analysis as appropriate.

### Glossary of Terms:

- **Work related musculoskeletal disorders (WMSDs):** Typically include injury and illnesses such as bursitis, tendinitis, muscle strains, and nerve entrapments that often occur to the neck, back, shoulders, upper arm, forearm, wrist and hands, including the fingers. These disorders are due to repeated exposures to biomechanical stressors over an extended period of time affecting the muscles, nerves, tendons, ligaments and joints of the body.
- **Cumulative Trauma Disorder: CTD** is a general term to describe the cumulative impact of force, repetition and posture on a body part resulting in an injury to that specific area. It is typically due to exposure over time of biomechanical stressors such as force, repetition and posture.
- **Repetitive Motion Injury: RMI** is a general term to describe an injury associated with performing the same repetitive motion patterns over and over. The terms WMSD, CTD and RMI are often used interchangeably to describe the same type of injury resulting from biomechanical stressors.
- **Ergonomic Risk Factors:** Exposures to the ergonomic risk factors may result in a CTD or RMI if duration, frequency and intensity of the task exceed the user's tolerance and include:
  - **Repetitive or sustained motion patterns** where the same tool/instrument is used over and over in the same motion pattern. I.e. repetitive keystroke or mouse clicking, manual stapling, lifting boxes.
  - **Forceful exertion:** to exert force to move an object. I.e. activating keys on a keyboard, button activation on a mouse, manual stapling or hole punch use, lifting heavy load.
  - **Awkward or sustained postures:** Working in positions outside of neutral alignment for the spine or extremities repeatedly or static, sustained postures. I.e. seated too long, prolonged standing, cradling the telephone
  - **Contact stress or pressure:** Prolonged pressure on an extremity creating internal pressure enough to substantially reduce blood flow and impact glide of tendons, ligaments or joints. I.e. leaning on a wrist rest or on a hard surface with the wrist, sitting on a hard seat with pressure to the back of the thigh, pressure to the side of the finger.
  - **Cold exposure:** typically to outdoor environments of temperatures < 40 degrees.
  - **Vibration:** Hand/arm vibration contributes to reduced microcirculation and impairs nerve conductivity over time resulting in changes in sensation to the affected body part. I.e. using a vibrating tool, chainsaw, and jack hammer.
- **Secondary Risk Factors:** In addition to the ergonomic risk factors noted above, there are significant psychological and social factors such as organizational dynamics that influence experiencing a CTD or RMI. Factors such as morale, job satisfaction, disciplinary actions taken or pending, inconsistent policy and procedure applications, budget constraints, interpersonal work relationships and management styles may influence how employees present RMI symptoms.

County of Monterey

Reference: IIPP 11.0 Occupational Ergonomics

**REVISION TRACKING:**

Implementation Date: August 1, 1994

Revision Date: June 30, 2000

Revision Date: April 20, 2009

Revision Date: May 1, 2009

Revision Date: May 8, 2009

Revision Date: August 2, 2017

## **EXHIBIT 2 – LEVEL1 PREVENTIVE ERGONOMIC EVALUATION**

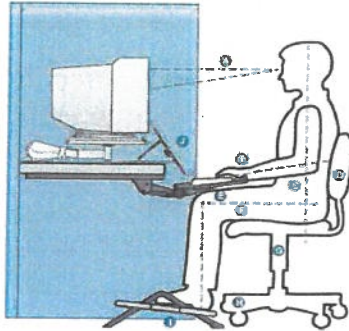




# LEVEL I: PREVENTIVE ERGONOMIC EVALUATION

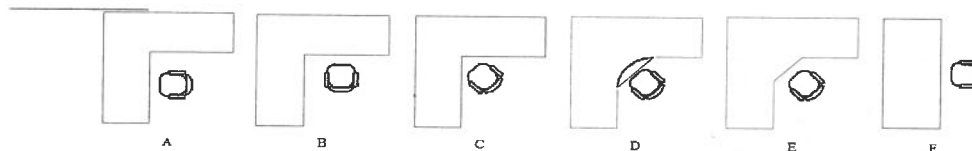
Date of Site: \_\_\_\_\_

Employee Name:	Job Title:
Department:	Evaluator Name:
Address:	Supervisor:
Employee Telephone:	Dept. WC Coordinator:



*Reminder: Neutral posture is head (ear) in line with shoulders, shoulders over hips, hips and knees level, feet firmly on the floor, elbows under shoulders, wrists in line with forearms.*

**Workstation Design:** Select one that best describes the workstation.



## Anthropometric Preferences (inches):

### Employee:

Height:

Weight: ☐ < 100 lbs or ☐ > 250 lbs.

Hand Dominance: ☐ R or ☐ L

☐ Glasses: ☐ Bi ☐ Pro ☐ Single

☐ Contacts

Floor to popliteal ht :

Heel ht:

Floor to seated elbow:

Keyboard tray height:

Floor to wrist :

Keyboard height;

Floor to seated eye :

Floor to 1<sup>st</sup> line of type :

Floor to work surface: (Actual)

**For chair fit purposes (as needed):**

Elbow to elbow distance:

Seat pan to forearm:

Buttock to back of knee:

## Equipment Inventory and Workstation Adjustment Guidelines:

Equipment Checklist	Currently Has	Needs	Education and Training Provided	Specific Criteria	Actions Completed
Ergonomic chair with all adjustable features to include <input type="checkbox"/> back height, <input type="checkbox"/> armrest height/width, <input type="checkbox"/> seat tilt for <input type="checkbox"/> forward and <input type="checkbox"/> recline, <input type="checkbox"/> seat depth adjustment, <input type="checkbox"/> seat height. Model/Yr: _____				<input type="checkbox"/> Tall <input type="checkbox"/> Small Stature	
Foot rest					
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.					
Keyboard/mouse wrist rest					
Mouse bridge					
Alternative keyboard					
Alternative Pointing device					

Articulation Tray					
Document Placement					
Glare Screen					
In-line document holder					
Slant or posture board for writing					
Monitor					
Monitor Valet or Arm for standard or flat monitor					
Crank or Electric height adjustable work surface					
Task lamp					
Organizational tools					
Telephone Headset					
Safe Work Practices					
Other:					

**RELOCATION INFORMATION:** To be used if employee is relocated to a similar workstation. All equipment, existing or provided to the employee as the result of this ergo evaluation or prior ergo evaluations, should be relocated with the employee to the assigned workstation.

<b>Desk Orientation for preferred work flow</b>	Return is on <input type="checkbox"/> right <input type="checkbox"/> left side of the primary
<b>Desk height with keyboard on desk</b>	
<b>Desk height with keyboard tray</b>	
<b>Monitor height (above recommended desk height)</b>	inches to first line of type

**This evaluation has been sent to the Workers' Compensation Coordinator, the Supervisor, the Ergo Desk and the County Safety Officer or other designated party for actions regarding the following:**

- ☐ Facility Actions:
- ☐ Systems (IT) Support:
- ☐ Purchases
- ☐ Level II evaluation (employee has symptoms or medical reason)
- ☐ RSI Guard
- ☐ Other

**Recommendations:**

The recommendations below are provided as suggestions to minimize aggravation and reduce further risk to the employee and the likelihood of workers' compensation claim filing. *The products can be purchased through Risk Management with your approval or you can pay directly through your own budget. The cost will be charged to the County's Internal Service fund for loss control purposes if Risk Management pays for the products.* Please email [ErgoDesk@co.monterey.ca.us](mailto:ErgoDesk@co.monterey.ca.us) when the products have been installed. Vendors listed have been approved by the County of Monterey.

*Approved Vendors: Cube Solutions | EC West | Office Depot | Palace | PBI | Pivot Interiors | DBA Electronic | Palace Office Interiors | Zephyr-Tec Corp.*

THE PRODUCTS LISTED BELOW ARE RECOMMENDED FOR THE EMPLOYEE. **THIS IS NOT AN ACTUAL ORDER** BUT IT IS PROVIDED TO ASSIST IN PLACING THE APPROPRIATE ORDER. FOR FURTHER ASSISTANCE, CONTACT MARIA C. SANDOVAL, COUNTY SAFETY OFFICER X5856.

Product Image	Model Number /Description/Cost	Vendor	Purpose for Product
Total Estimated Cost			_____ Date _____
			RM Approval _____
			_____ Date _____ Ergo Manager Approval

**Facility Actions:**

1.

**System Support Actions:**

1.

**Training:**

1. This evaluation provides the training mandated by CALOSHA's Title 8, CCR, Section 5110.

*Please sign, scan and email to the Ergonomics Department at [ErgoDesk@co.monterey.ca.us](mailto:ErgoDesk@co.monterey.ca.us) with your authorization within 5 business days.*

### Authorizing Signatures:

**Employee Acknowledgement:** I have reviewed and discussed my ergonomic evaluation with my supervisor. I understand the evaluation provides education regarding self-care, safe work practices and how to use my equipment. The product and brand recommendation in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110. Some of the information in this report may be considered medically sensitive and can be shared with my employer. I understand that I must keep a copy of this report and take it with me should I move to a different department. I must present this report to my new supervisor to ensure new desk is adjusted as per the above recommendations and I continue to work safely.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Management Acknowledgement:** I have reviewed and discussed this evaluation with the employee and authorize the purchase and implementation of the products recommended for this case or the actions recommended.

**Check one:**

- ☐ My department will pay for these items.
  - ☐ I need assistance paying for these items through Risk Management.
- My department budget is \_\_\_\_\_ for this case.

\_\_\_\_\_  
Supervisor/Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ergonomist

\_\_\_\_\_  
Date

cc:



## **EXHIBIT 3 – LEVEL II ERGONOMIC INVESTIGATION EVALUATION**

## Level II: Ergonomics Investigation Report

*This ergonomic evaluation and report is provided as a request by the PHYSICIAN. A workers' comp claim has been filed. It is intended to assist with the management of the injury for the employee. Keep this report confidential. Some of the information in the report may be considered medically sensitive under HIPAA.*



**Employee Name:**

**Job Title:**

**Department:**

**Location/Address:**

**Supervisor:**

**Workers' Compensation Coordinator**

**Date of Prior Evaluations:**

**Evaluator:**

**Evaluation Date**

**Job Description:**

(Per employee description.)

**Job Demands**

### Anthropometric Preferences (inches):

#### Employee:

Height:

Weight: ☐ < 100 lbs or ☐ > 250 lbs.

Hand Dominance: ☐ R or ☐ L

☐ Glasses: ☐ Bi ☐ Pro ☐ Single

☐ Contacts

Floor to popliteal ht : Heel ht:

Floor to seated elbow:

Keyboard tray height:

Floor to wrist :

Keyboard height;

Floor to seated eye :

Floor to 1<sup>st</sup> line of type :

Floor to work surface: (Actual)

#### For chair fit purposes (as needed):

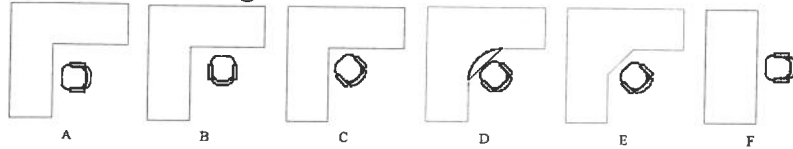
Elbow to elbow distance:

Seat pan to forearm:

Buttock to back of knee:

## TOOLS & EQUIPMENT:

### Workstation Design:



### Equipment Inventory and Workstation Adjustment Guidelines:

Equipment Checklist	Currently Has	Needs	Education and Training Provided	Specific Criteria	Actions Completed
Ergonomic chair with all adjustable features to include <input type="checkbox"/> back height, <input type="checkbox"/> armrest height/width, <input type="checkbox"/> seat tilt for <input type="checkbox"/> forward and <input type="checkbox"/> recline, <input type="checkbox"/> seat depth adjustment, <input type="checkbox"/> seat height. Model/Yr: _____				<input type="checkbox"/> Tall <input type="checkbox"/> Small Stature	
Foot rest					
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.					
Keyboard/mouse wrist rest					
Mouse bridge					
Alternative keyboard					
Alternative Pointing device					
Articulation Tray					
Document Placement					
Glare Screen					
In-line document holder					
Slant or posture board for writing					
Monitor					
Monitor Valet or Arm for standard or flat monitor					
Crank or Electric height adjustable work surface					
Task lamp					
Organizational tools					
Telephone Headset					
Safe Work Practices					
Other:					

**RELOCATION INFORMATION:** To be used if employee is relocated to a similar workstation. All equipment, existing or provided to the employee as the result of this ergo evaluation or prior ergo evaluations, should be relocated with the employee to the assigned workstation.

Desk Orientation for preferred work flow	Return is on <input type="checkbox"/> right <input type="checkbox"/> left side of the primary
Desk height with keyboard on desk	
Desk height with keyboard tray	

Monitor height (above recommended desk height)	inches to first line of type
--	------------------------------

### **History and Current Complaints**

**Prior Ergonomic Evaluations:**

**Prior Employee Concerns:**

**Current Employee Concern:**

### **Root Cause (Unsafe condition or behaviors)**

*Provide a list of all root causes for each risk factor listed below. Provide a recommendation to prevent injury under the "recommendations" section for each risk factor listed.*

**Repetitive and Sustained Exertions:**

**Recommendations:**

**Forceful Exertions: NA**

**Recommendations:**

**Awkward Postures:**

**Recommendations:**

**Mechanical (Local Contact) Stress:**

**Recommendations:**

**Environmental Factors (Temperature, Humidity, Vibration, Glare): N/A**

**Recommendations: NA**

**Additional Comments: N/A**

**Summary of Findings:**

**Before Photos (Photos of each area of discomfort):**

--

**After Photos (Photos of each area of discomfort after adjustment):**

--

## Recommendations

### Safe Practices

- 1.
- 2.
- 3.

This evaluation has been sent to the Ergo Desk and the Workers' Compensation Coordinator or other designated party for actions regarding the following:

- ☐ Purchase of products needed
- ☐ Facility actions
- ☐ Level II evaluation: individual with discomfort.
- ☐ RSI Guard
- ☐ Other:

**RELOCATION INFORMATION:** To be used if employee is relocated to a similar workstation. All equipment provided to the employee as the result of this ergo evaluation or prior ergo evals should be relocated with the employee to the assigned workstation.

Desk Orientation for preferred work flow	Return is on <input type="checkbox"/> right <input type="checkbox"/> left side of the primary
Desk height with keyboard on desk	
Desk height with keyboard tray	
Monitor height (above recommended desk height)	inches to first line of type

Before Photos(Photos of each are of discomfort):

After Photos (Photos of each are of discomfort after adjustment):

### Summary of Findings:

#### Employee Safe Work Practices:

- ☐ Referred employee to Ergo Website

- 1.
- 2.
- 3.

This evaluation has been sent to the Ergo Desk and the Supervisor or other designated party for actions regarding the following:

- ☐ Purchase of products needed
- ☐ Facility actions
- ☐ Level II evaluation: individual with discomfort.
- ☐ RSI Guard
- ☐ Other:

### Recommendations:

The recommendations below are provided as suggestions to minimize aggravation and reduce further risk to the employee and the likelihood of workers' compensation claim filing. *The products can be*



*purchased through Risk Management with your approval or you can pay directly through your own budget. The cost will be charged to the County's Internal Service fund for loss control purposes if Risk Management pays for the products.* Please email [ErgoDesk@co.monterey.ca.us](mailto:ErgoDesk@co.monterey.ca.us) when the products have been installed. Vendors listed have been approved by the County of Monterey.

*Approved Vendors: Cube Solutions | EC West | Office Depot | Palace | PBI | Pivot Interiors | DBA Electronic | Palace Office Interiors | Zephyr-Tec Corp.*

THE PRODUCTS LISTED BELOW ARE RECOMMENDED FOR THE EMPLOYEE. **THIS IS NOT AN ACTUAL ORDER** BUT IT IS PROVIDED TO ASSIST IN PLACING THE APPROPRIATE ORDER. FOR FURTHER ASSISTANCE, CONTACT MARIA C. SANDOVAL, COUNTY SAFETY OFFICER AT X5856.

Product Image	Model Number /Description/Cost	Vendor	Purpose for Product
Total Estimated Cost			Date _____
			RM Approval _____
			Date _____ Safety Officer Approval _____

#### Facility Action Recommendations:

Facility Actions	Maintenance	Construction	Electrical	Other	Action Completed
Describe:					

#### System Support Actions:

1.

#### Training:

1. This evaluation provides the training mandated by CALOSHA's Title 8, CCR, Section 5110.

Please sign and e-mail to the Ergo Desk at [ergodesk@co.monterey.ca.us](mailto:ergodesk@co.monterey.ca.us) with your authorization within 5 business days.

**Authorizing Signatures:**

**Employee Acknowledgement:** I have reviewed and discussed my ergonomic evaluation with my supervisor. I understand the evaluation provides education regarding self-care, safe work practices and how to use my equipment. The product and brand recommendation in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110. Some of the information in this report may be considered medically sensitive and can be shared with my employer. I understand that I must keep a copy of this report and take it with me should I move to a different department. I must present this report to my new supervisor to ensure new desk is adjusted as per the above recommendations and I continue to work safely.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Management Acknowledgement:** I have reviewed and discussed this evaluation with the employee and authorize the purchase and implementation of the products recommended for this case or the actions recommended. I understand that a copy of this report must be included with transfer documents should employee move to a new workstation, within the department or a different department. The guidelines and recommendations on this report will be used to ensure employee's new workstation is set up correctly.

**Check one:**

- ☐ My department will pay for these items.  
☐ I need assistance paying for these items through Risk Management.  
My department budget is \_\_\_\_\_ for this case.

\_\_\_\_\_  
Supervisor/Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ergonomist

\_\_\_\_\_  
Date

cc:

## **EXHIBIT 4 – LEVEL III WORKERS' COMPENSATION EVALUATION**

### Level 3: Workers' Compensation Ergonomic Analysis

*This ergonomic evaluation and report is provided as a request by the PHYSICIAN. A workers' comp claim has been filed. It is intended to assist with the management of the injury for the employee. Keep this report confidential. Some of the information in the report may be considered medically sensitive under HIPAA.*



**Employee Name:**

**Job Title:**

**Department:**

**Location/Address:**

**Supervisor:**

**Workers' Compensation Coordinator**

**Evaluator:**

**Evaluation Date**

**Date of Prior Evaluations:**

**Prior Employee Concerns:**

**Claim #:**

**DOI:**

**Physician:**

**Adjuster:**

**Current Employee Concern:**

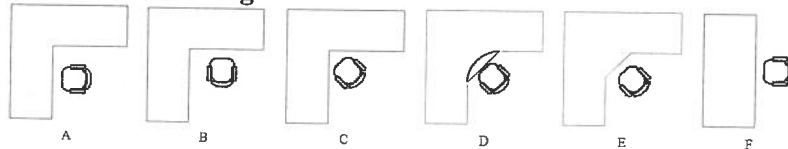
**Job Description:**

(Per employee's descriptions)

**Job Demands:**

**TOOS & EQUIPMENT:**

**Workstation Design:**



### Equipment Inventory and Workstation Adjustment Guidelines:

Equipment Checklist	Currently Has	Needs	Education and Training Provided	Specific Criteria	Actions Completed

Ergonomic chair with all adjustable features to include <input type="checkbox"/> back height, <input type="checkbox"/> armrest height/width, <input type="checkbox"/> seat tilt for <input type="checkbox"/> forward and <input type="checkbox"/> recline, <input type="checkbox"/> seat depth adjustment, <input type="checkbox"/> seat height. Model/Yr: _____				<input type="checkbox"/> Tall <input type="checkbox"/> Small Stature	
Foot rest					
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.					
Keyboard/mouse wrist rest					
Mouse bridge					
Alternative keyboard					
Alternative Pointing device					
Articulation Tray					
Document Placement					
Glare Screen					
In-line document holder					
Slant or posture board for writing					
Monitor					
Monitor Valet or Arm for standard or flat monitor					
Crank or Electric height adjustable work surface					
Task lamp					
Organizational tools					
Telephone Headset					
Safe Work Practices					
Other:					

**RELOCATION INFORMATION:** To be used if employee is relocated to a similar workstation. All equipment provided to the employee as the result of this ergo evaluation or prior ergo evals should be relocated with the employee to the assigned workstation.

<b>Desk Orientation for preferred work flow</b>	<b>Return is on <input type="checkbox"/> right <input type="checkbox"/> left side of the primary</b>
<b>Desk height with keyboard on desk</b>	
<b>Desk height with keyboard tray</b>	
<b>Monitor height (above recommended desk height)</b>	<b>_____ inches to first line of type</b>

**History and Current Complaints:**

**Functional Limitations:**

**RISK FACTORS (Root Causes: unsafe conditions or behaviors.)**

*Provide a list of all root causes for each risk factor listed below. Provide a recommendation to prevent injury under the "recommendations" section for each risk factor listed.*

**Repetitive and sustained exertions:**

**Recommendations:**



Forceful Exertions:

Recommendations:

Awkward Postures:

Recommendations:

Mechanical (local contact) Stress:

Recommendations:

Environmental Factors (temperature, humidity, vibration, glare):

Recommendations:

Additional Comments:

Recommendations:

### Summary of Findings:

Before Photos (Photos of each are of discomfort):

After Photos (Photos of each are of discomfort after adjustment):

### Recommendations:

#### Employee Safe Work Practices:

- 1.
- 2.
- 3.

**This evaluation has been sent to the Ergo Desk and the Workers' Compensation Coordinator or other designated party for actions regarding the following:**

- ☐ Purchase of products needed
- ☐ Facility actions
- ☐ Level II evaluation: individual with discomfort.
- ☐ RSI Guard
- ☐ Other:

The recommendations below are provided as suggestions to minimize aggravation and improve healing. *The products can be purchased through Risk Management with your approval or you can pay directly through your own budget. The cost will be charged to the County's Internal Service fund for loss control purposes if Risk Management pays for the products.* Please email [ErgoDesk@co.monterey.ca.us](mailto:ErgoDesk@co.monterey.ca.us) when the products have been installed. Vendors listed have been approved by the County of Monterey.

*Approved Vendors: Cube Solutions | EC West | Office Depot | Palace | PBI | Pivot Interiors | DBA Electronic | Palace Office Interiors | Zephyr-Tec Corp.*

THE PRODUCTS LISTED BELOW ARE RECOMMENDED FOR THE EMPLOYEE. THIS IS NOT AN ACTUAL ORDER BUT IT IS PROVIDED TO ASSIST IN PLACING THE APPROPRIATE ORDER. FOR FURTHER ASSISTANCE, CONTACT THE ERGO DESK AT X5856.

Product Image	Model Number /Description/Cost	Vendor	Purpose for Product
Total Estimated Cost			Date _____
			RM Approval _____
			Date _____
			Safety Officer Approval _____

**Facility Action Recommendations:**

Facility Actions	Maintenance	Construction	Electrical	Other	Action Completed
Describe:					

**System Support Actions:**

1.

**Training:**

1. Employee should register for the next ergonomics training class or as soon as their schedule allows reinforcing safe work practices, workstation set up and effective equipment use.

Please sign and e-mail to the Ergo Desk at [ergodesk@co.monterey.ca.us](mailto:ergodesk@co.monterey.ca.us) with your authorization within 5 business days.

### Authorizing Signatures:

**Employee Acknowledgement:** I have reviewed and discussed my ergonomic evaluation with my supervisor. I understand the evaluation provides education regarding self-care, safe work practices and how to use my equipment. The product and brand recommendation in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110. Some of the information in this report may be considered medically sensitive and can be shared with my employer. I understand that I must keep a copy of this report and take it with me should I move to a different department. I must present this report to my new supervisor to ensure new desk is adjusted as per the above recommendations and I continue to work safely.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Management Acknowledgement:** I have reviewed and discussed this evaluation with the employee and authorize the purchase and implementation of the products recommended for this case or the actions recommended. I understand that a copy of this report must be included with transfer documents should employee move to a new workstation, within the department or a different department. The guidelines and recommendations on this report will be used to ensure employee's new workstation is set up correctly.

### Check one:

- ☐ My department will pay for these items.
- ☐ I need assistance paying for these items through Risk Management.  
My department budget is \_\_\_\_\_ for this case.

\_\_\_\_\_  
Supervisor/Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ergonomist

\_\_\_\_\_  
Date

cc:

## **EXHIBIT 5 – FOLLOW UP ERGONOMIC EVALUATION**

## Level I: Follow Up Ergonomics Report



*This ergonomic analysis may be considered a medical report. Please keep this report confidential and follow HIPAA guidelines.*

**Employee Name:**

**Job Title:**

**Department:**

**Location/Address:**

**Supervisor:**

**Workers' Compensation Coordinator**

**Evaluator:**

**Evaluation Date**

**Date of Prior Evaluations:**

**Prior Employee Concerns (Refer to prior ergonomic evaluation.):**

**Claim #:**

**DOI:**

**Physician:**

**Adjuster:**

**Reason for Follow Up Evaluation:**

**Root Cause (Unsafe condition or behaviors):**

Equipment Previously Recommended Checklist	Recommended on Prior Ergo Eval? Yes/No	Received? Yes/No	Observations	Education and Training Provided
Ergonomic chair with all adjustable features to include <input type="checkbox"/> back height, <input type="checkbox"/> armrest height/width, <input type="checkbox"/> seat tilt for <input type="checkbox"/> forward and <input type="checkbox"/> recline, <input type="checkbox"/> seat depth adjustment, <input type="checkbox"/> seat height. Model/Yr: _____				
Foot rest				
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.				
Keyboard/mouse wrist rest				
Mouse bridge				
Alternative keyboard				
Alternative Pointing device				

**Employee:**



Articulation Tray				
Document Placement				
Glare Screen				
In-line document holder				
Slant or posture board for writing				
Monitor				
Monitor Valet or Arm for standard or flat monitor				
Crank or Electric height adjustable work surface				
Task lamp				
Organizational tools				
Telephone Headset				
Safe Work Practices				
Other:				

### Summary of Findings:

Before Photos (Photos of each are of discomfort):

After Photos (Photos of each are of discomfort after adjustment):

### Actions Taken:

### Recommendations:

#### Employee Safe Work Practices:

- 1.
- 2.
- 3.

This evaluation has been sent to the Ergo Desk and the Workers' Compensation Coordinator or other designated party for actions regarding the following:

- ☐ Purchase of products needed
- ☐ Facility actions
- ☐ Level II evaluation: individual with discomfort.
- ☐ RSI Guard
- ☐ Other:

Employee:

The recommendations below are provided as suggestions to minimize aggravation and improve healing. *The products can be purchased through Risk Management with your approval or you can pay directly through your own budget. The cost will be charged to the County's Internal Service fund for loss control purposes if Risk Management pays for the products.* Please email [ErgoDesk@co.monterey.ca.us](mailto:ErgoDesk@co.monterey.ca.us) when the products have been installed. Vendors listed have been approved by the County of Monterey.

*Approved Vendors: Cube Solutions | EC West | Office Depot | Palace | PBI | Pivot Interiors | DBA Electronic | Palace Office Interiors | Zephyr-Tec Corp.*

THE PRODUCTS LISTED BELOW ARE RECOMMENDED FOR THE EMPLOYEE. **THIS IS NOT AN ACTUAL ORDER** BUT IT IS PROVIDED TO ASSIST IN PLACING THE APPROPRIATE ORDER. FOR FURTHER ASSISTANCE, CONTACT THE ERGO DESK AT X5856.

Product Image	Model Number /Description/Cost	Vendor	Purpose for Product
<b>Total Estimated Cost</b>			_____ Date
			RM Approval _____
			_____ Date
			Safety Officer Approval _____

Please sign and e-mail to the Ergo Desk at [ergodesk@co.monterey.ca.us](mailto:ergodesk@co.monterey.ca.us) with your authorization within 5 business days.

**Authorizing Signatures:**

**Employee Acknowledgement:** I have reviewed and discussed my ergonomic evaluation with my supervisor. I understand the evaluation provides education regarding self-care, safe work practices and how to use my equipment. The product and brand recommendation in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110. Some of the information in this report may be considered medically sensitive and can be shared with my employer. I understand that I must keep a copy of this report and take it with me should I move to a different department. I must present this report to my new supervisor to ensure new desk is adjusted as per the above recommendations and I continue to work safely.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

I have reviewed and discussed this evaluation with the employee and authorize the purchase and implementation of the products recommended for this case or the actions recommended.

**Check one:**

- ☐ My department will pay for these items.
- ☐ I need assistance paying for these items through Risk Management. Our budget unit number is \_\_\_\_\_ for this case.

\_\_\_\_\_  
Supervisor/Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Cc:

Employee:

## EXHIBIT 6 – APPROVED VENDOR LIST



### Ergonomics Process Approved Vendor List (as of January 24, 2013)

The following vendors are approved by the County of Monterey Contracts and Purchasing for our benefit. Purchase by P.O or Credit Card as needed.

Vendor	Products/Services	Contact	Vendor Status
Office Depot	Ergonomic Accessories Office Supplies	<a href="http://www.officedepot.com">www.officedepot.com</a> <b>Pat Mulhern</b> <b>Vertical Market Manager</b> <b>Office Depot BSG</b> <b>6700 Auto Mall Parkway</b> <b>Fremont Ca 94538</b> <b>t-510-497-5206</b> <b>f-510-497-5412</b> <b>pat.mulhern@officedepot.com</b>	<input checked="" type="checkbox"/> Approved CV*1211
Peninsula Business Interiors	Steelcase Office System Furniture, Ergonomic Chairs, Details accessories	Ray Vajdos 831-757-4107 Master Agreement	<input checked="" type="checkbox"/> Approved CV*2333
Pivot Interiors San Jose	Herman Miller Office System Furniture; Lab and hospital furniture Ergonomic Chairs	Gwen Lynn   Sales Executive   glynn@pivotinteriors.com T 408 432 5734   C 408 802 5476   F 408 457 5404	<input checked="" type="checkbox"/> Approved VC*2075
DBA Electronic Classroom West	Workrite keyboard trays and adjustable height tables, Vuryte doc holders	Frank Springer 805-931-0572 <a href="http://www.ergocomfortwest.com">www.ergocomfortwest.com</a>	<input checked="" type="checkbox"/> Approved CV*1077
Trobridge Enterprises DBA Palace Office Interiors	Office System Furniture, Office Master, Soma and RFM Ergonomic Chairs, Office Supplies, Humanscale and Workrite keyboard trays and adjustable tables	Ed Mauro 831-212-5970 <a href="http://www.palaceofficeinteriors.com">www.palaceofficeinteriors.com</a> Master Agreement	<input checked="" type="checkbox"/> Approved CV*2825
Kurt Nunn DBA Cube Solutions	assorted ergonomics accessories incl. Workrite, Grandstands and Humanscale trays.	Kurt Nunn <a href="http://www.cubesolutions.net">www.cubesolutions.net</a> <a href="mailto:kurt@cubesolutions.net">kurt@cubesolutions.net</a> (408) 378-6270 (408) 370-1727 fax <b>(408) 540-4320 mobile</b>	<input checked="" type="checkbox"/> Approved VC*789



Zephyr-Tec Corp.	Voice Activation Software and Training	Laura Stoebig <a href="mailto:lstoebig@zephyr-tec.com">lstoebig@zephyr-tec.com</a> 909-581-8242 Fax 909-481-9959	<input checked="" type="checkbox"/> Approved VS*1762
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## EXHIBIT 7 – PRICING SHEET

## EXHIBIT 7 - PRICING SHEET

Services may be provided anywhere throughout Monterey County but are most frequently performed in Salinas, Monterey, Seaside, Marina, or King City, CA.

Service Description Evaluation Services	Inclusive Rate
Level I (L 1) evaluation and report (preventive, non-symptomatic, new hire)	\$325.00
Ergonomic Investigation (EI) evaluation and report (preventative, symptomatic, non-occupational medical prescribed)	\$385.00
WC Evaluation: MD Prescribed and authorized by TPA	\$550
Follow Up Evaluation: All types	\$275.00
Ergonomic Sweeps (Rate per employee for a minimum of five (5) employees)	\$75.00 per person* (Plus hourly rate for any necessary summary report writing time if needed.)
Technical Analysis: Non-traditional, material handling, healthcare, or other.	\$200.00/hour
Training onsite:	For one 2-hour class \$600.00 (includes new video clips). For more than one two-hour class: \$500.00
Consultation (facility planning,)	Hourly rate: \$200.00
Cancellation fee (if any):	None

## **EXHIBIT 8 - BUSINESS ASSOCIATE AGREEMENT**

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective 09/20, 2017 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Humanscale Corporation ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

### 1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

### 2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents



agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

#### 5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

HumanScale Corporation  
220 Circle Drive North, Piscataway, NJ 08854  
Attn: Contract Compliance Mgr.  
Tel: 732-537-2944  
Fax: 732-287-4146

If to Covered Entity, to:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF OF  
THE HEALTH DEPARTMENT**

**[BUSINESS ASSOCIATE]**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

By: Audrey Knable

Print Name: Audrey Knable

Print Title: Contract Compliance Mgr.

Date: 09/20/2017

**EXHIBIT 9 – RFP #10621 Addendum #1**

On File



**EXHIBIT 10 – RFP #10621**

On File

**EXHIBIT 11 – CONTRACTOR'S PROPOSAL**

**EXHIBIT 12 – CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
8/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

 Wells Fargo Insurance Services USA, Inc.  
150 East 42nd Street, 16th Floor  
New York, NY 10017

CONTACT NAME: Allison Conlon

PHONE (A/C, No, Ext): 917.260.2131

FAX (A/C, No): 866.791.0675

E-MAIL: allison.m.conlon@wellsfargo.com

**INSURER(S) AFFORDING COVERAGE**
**NAIC #**
**INSURER A:** Federal Insurance Company

20281

**INSURER B:** Great Northern Insurance Company

20303

**INSURER C:** Chubb Indemnity Insurance Co.

12777

**INSURER D:** Beazley Insurance Company

37540

**INSURER E:**
**INSURER F:**
**INSURED**

 Humanscale Corporation  
220 Circle Drive North  
5th Floor  
Piscataway, NJ 08854

**COVERAGES**
**CERTIFICATE NUMBER:** 12187119

**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		36046936	04/17/2017	04/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		73597553	04/17/2017	04/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	71757287	04/17/2017	04/17/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		V1EFBA170101	06/08/2017	06/16/2018	Limit of Liability \$5,000,000 Retention - \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, its Officers, Agents and Employees are included as Additional Insureds with respects General Liability and Auto Liability coverages as required by written contract.  
The General and Auto Liability coverages are on a Primary & Non-Contributory basis where required by written contract or agreement.

**CERTIFICATE HOLDER**

 County of Monterey  
Contracts/Purchasing Division  
168 West Alisal Street - 3rd Floor  
Salinas, CA 93901

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**EXHIBIT 13 – ADDITIONAL INSURED ENDORSEMENTS**

