




ROUTING FORM – RQN #:**Date:** 12/8/21**AGREEMENT****AMENDMENT****BOARD REPORT FOR PRE-APPROVAL****Vendor Name:** Deidre Rogers- Smallman, dba Ergovera**Vendor Code:** CV*2885**Title/Brief Description of Document:** Ergonomic Services**Originating Dept:** Risk Management**Dept Contact WITH Phone #:** Carmen Rosales
(831) 755-4777**This Agreement or Amendment requires Board Approval:** Yes ☐ No ☒**AGREEMENT TYPE**

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	RQNBK – Non-Standard Board Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	Insurance & Endorsement Attached	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed	
1st	ITD (for all ITD related contracts)		N/A		
2nd	County Counsel (required)				
3rd	Risk Management (non-standard insurance and/or indemnity provisions)			12/21/2021	8:16 AM PST
4th	Auditor-Controller (required)			12/22/2021	12:44 PM PST
5th	Contracts/Purchasing (required)			12/22/2021	4:16 PM PST
	Return to Originating Department Instructions		Please deliver to Carmen Rosales-Rosalescl@co.monterey.ca.us		

* If one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Deidre Rogers-Smallman dba Ergovera

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Ergonomic Services

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$100,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2022 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibits B, C, D, E, F, G, H, and I.

5.0 PERFORMANCE STANDARDS:

- 5.01 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.
- 5.02 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.
- 5.03 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.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the 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. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the 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 the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the 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, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **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, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** 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:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 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 \$500,000 per occurrence.

☐ **Agreement Over \$100,000 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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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 liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the 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

Ergovera- Not exceed \$100,000
January 1, 2022 to December 31, 2024

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the 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.

Each liability policy shall provide that the 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.

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.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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. 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

Ergovera- Not exceed \$100,000
January 1, 2022 to December 31, 2024

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, 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 in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and 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.
- 10.2 **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.
- 10.3 **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. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the 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.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

Ergovera- Not exceed \$100,000

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 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.

13.3 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.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Carmen Rosales Risk Management	Deidre ogers-Smallman Ergovera Ergonomic Consultant
Name and Title	Name and Title
168 W. Alisal St. 3rd Floor Salinas, CA 93901	34 Grandview Ave. Felton, CA 95018
Address	Address
Tel. No.: (831) 755-5045 Email: ErgoDesk@co.monterey.ca.us	Tel. No. (831) 335-8448 FAX No. (831) 335-8484 Email: drogers@ergovera.com
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

Ergovera- Not exceed \$100,000
January 1, 2022 to December 31, 2024

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Ergovera- Not exceed \$100,000
January 1, 2022 to December 31, 2024

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY**CONTRACTOR**

By:

DocuSigned by:
Debra R. Wilson

Contracts/Purchasing Officer
12/22/2021 | 4:16 PM PST

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By:

DocuSigned by:
[Signature]

County Counsel

Date:

12/10/2021 | 10:25 AM PST

Approved as to Fiscal Provisions

By:

DocuSigned by:
Jory Nolasco

Auditor/Controller

Date:

12/22/2021 | 12:44 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:

DocuSigned by:
Danielle Mancuso

Risk Management

Date:

12/21/2021 | 8:16 AM PST

Ergovera

Contractor/Business Name *

By:

DocuSigned by:
Deidre Rogers

(Signature of Chair, President, or Vice-President)

Deidre Rogers, RN, MS, CIE

Date:

Name and Title
12/7/2021 | 4:09 PM PST

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or
Asst. Treasurer)

Date:

Name and Title

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Ergovera- Not exceed \$100,000
January 1, 2022 to December 31, 2024

VENDOR 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	Ergonomic Service Rates
Evaluation Services	
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	\$550.00
Phone/Zoom Evaluations-	\$245.00
Follow Up Evaluation: All types	\$255.00
Ergonomic Sweeps (Rate per employee for a minimum of five (5) employees)	\$75.00 per employee (prior authorization may apply on a case-by-case basis if additional hourly rate is needed)
Technical Analysis: Non-traditional, material handling, healthcare, or other.	\$150 per hour
Training onsite: <ul style="list-style-type: none"> • Rate per single 2-hour class • Rate per multiple 2-hour classes (more than one class in one day) 	\$600.00 for one 2-hour class \$500.00 for 2x 2-hour classes same day.
Consultation (facility planning,)	\$150.00 per hour
Cancellation fee (if any):	No Cancellations Fees
Other Services:	<ul style="list-style-type: none"> • No monthly, weekly, or daily commitment fees. • Vendors will be scheduled based on volume. • Additional services not listed will be discussed prior to services and will require pre-approval.

Procedures for Placing Ergonomic Evaluation Requests

1. Monterey County employees must submit the following required document(s) before they can be scheduled for an Ergonomic Evaluation:
 - a. Electronic Ergonomic Evaluation Form
 - b. Workstation photos (for phone/zoom evaluations or if needed prior to an evaluation)
2. The required document(s) will determine the level of intervention the Ergo evaluation will be schedule as. Levels of interventions offered are as follows:
 - a. Early Preventive Evaluation (Level I)
 - b. Ergonomics Investigation (Level II)
 - c. Workers' Compensation Evaluation (Level III)- **WC authorization required**
 - d. Follow up Evaluation (FUP)
3. Employee will be scheduled by the Ergo Desk in the ordered received, based on location and ergonomist availability.

Scheduling and Reporting Process

1. The Ergo desk will email the vendor for availability and schedule out the month(s) that follow. This is typically done a month in advanced.
2. The email to the vendor will specify the number of Ergo evaluation dates needed to be scheduled for the following month(s) based on the volume of employees pending to be scheduled. The Ergo Desk may also list specific dates that need to be filled due to Ergonomic and Back Safety trainings.
3. Evaluations will be scheduled by the Ergo Desk:
 - a. The Ergo Desk will schedule vendor(s) 1-5 days per month (1-2 day a week)
 - b. The first evaluation of the day is scheduled for 9:00 AM
 - c. The last evaluation of the day is scheduled to end by 5:00 PM
 - d. Each evaluation is scheduled for a minimum of 45 min. to an hour. In some cases, evaluations may be scheduled up to an hour in a half.
 - e. Ergonomic and Back Safety trainings are scheduled for 2 hours each. Scheduled will include set-up and wrap up time.
 - f. The ergonomist is scheduled for a one hour lunch (accommodations can be made to adjust shorter or longer lunch time if preferred)
 - g. Travel time from one evaluation to another is taken into consideration when scheduling
4. The Ergo Desk will send out a calendar invite to the scheduled employee and assigned ergonomist. The supervisor, WC coordinator and WC adjuster will be copied to the calendar invitation.
The calendar invite will contain the following information:
 - a. Employee contact information (phone and eval location)
 - b. Type of evaluation- level
 - c. Ergo Request form (ER)


- d. Previous Ergo Reports (if applicable)
- e. WC auth (if applicable)
- f. Workstation photos (if applicable)
- g. Other documents pertaining to the Ergonomic evaluation (if applicable)

It will be the ergonomist's responsibility to save and or print the information provided to conduct the evaluation and for reporting purposes. Risk Management personnel, Department's WC coordinator and/or supervisor may save attached information for tracking, reporting and record keeping purposes.

- 5. The ergonomist scheduled to conduct the ergonomic evaluation, shall review Ergo File(s) prior to the Ergo evaluations. Ergonomist is to review all findings and develop a narrative which includes a comparison from prior ergo evaluation findings with new ergo evaluation findings, highlight red flags (e.g., employee continues to press wrists on keyboard while typing, employee refuses to wear headset, etc.) The ergonomics vendor shall use the County of Monterey's "Ergonomics Investigation Report" form (see attachment).
- 6. The ergonomist is to contact the Ergo Desk on the day of evaluations if any of the following shall accrue:
 - a. The ergonomist is expected to arrive late to the scheduled evaluation
 - b. The employee cannot be located at the time of evaluation
- 7. The ergonomist shall recommend equipment through the County's approved vendor and product list (if available).

Approved Vendors:

- CDW-G
 - Ergo Comfort West
 - Palace Business Solutions
 - PBI
 - Cube Solutions
 - Office Depot
- 8. The ergonomist shall include the following under "recommended" products on the ergonomic evaluation report:
 - a. Product Image
 - b. Model number
 - c. Description
 - d. Cost
 - e. Vendor name
 - f. Purpose for product -see example below:

	Fellowes® Office Suites Monitor Mount Copyholder, Item # 513776 Cost \$27.99	Office Depot	Will allow for papers to be seen directly at the monitor viewing level.
-----------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------	-----------------	----------------------------------------------------------------------------

9. The ergonomist will submit a written ergonomic evaluation report (using County templates) within 10 business days to the department's Workers' Comp Coordinator, cc' the Ergo Desk and WC adjuster (if applicable- when WC auth is on file).
 - a. The department's WC coordinator will review then forward the report to supervisor.
 - b. Supervisor will meet with the employee to review and sign the report.
 - c. Signed ergonomic evaluation reports shall be sent to Risk Management (the Ergo Desk) within 10 working days after receipt of ergonomic evaluation report.
10. 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. Departments **must** purchase these products promptly, within 30 days from the date employee signs off on their ergonomic report. Orders must be placed as priority, if a physician has approved the recommendations identified in the ergonomic analysis. In some cases, purchases may be deferred to Risk Management. Risk Management may assist in making the purchase directly for workers' compensation cases or in other approved cases. These Costs will be tracked and charged back to departments through the workers' compensation budgets at the appropriate time. Purchase made by Risk Management will require prior approval from several channels of the Risk Management team. If Risk Management does not approve or is unable to process a purchase for any reason it will be the departments responsibility to provide the recommended items.
11. The ergonomist will submit all invoices via email to the Ergo Desk. Invoices must be submitted as follows:
 - a. Non-WC evaluations (level 1, level 2) shall be submitted as one invoice per date of service and will contain the following:
 - Vendor information
 - Invoice date and invoice number
 - To be billed to section:
 1. Risk Management (for non-WC evaluations)
 2. Intercare – adjuster name (for WC evaluations)
 - Date of service

- Employee name, department, location, level, notes, cost per employee
- Total amount due
- The following table should be placed at the bottom left-hand side of the invoice for quicker processing on our end:

County of Monterey	
Risk Management Approval	
The listed ergonomic services and cost have been verified and approved by Risk Management.	
<hr/>	
Ergo Desk	Date
<hr/>	
Danielle Mancuso	Date

Note: Contracted vendor(s) are responsible for providing this information to newly assigned ergonomist.

OCCUPATIONAL ERGONOMICS POLICY



Risk Management Injury 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, Safety Coordinators, Ergonomic Management or qualified contract consultants depending on the circumstances.

2.3 Purchasing: 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’s Ergo Desk 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. Departments **must** purchase these products promptly, within 30 days from the date employee signs off on their ergonomic report. Orders must be placed as priority, if a physician has approved the recommendations identified in the ergonomic analysis. In some cases, purchases may be deferred to Risk Management. Risk Management may assist in making the purchase directly for workers’ compensation cases or in other approved cases. These Costs will be tracked and charged back to departments through the workers’ compensation budgets at the appropriate time. Purchase made by Risk Management will require prior approval from several channels of the Risk Management team. If Risk Management does not approve or is unable to process a purchase for any reason it will be the departments responsibility to provide the recommended items.

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. If and when an IT item is recommended through an ergonomic evaluation it is the departments responsibility to ensure it’s compatibility by confirm with IT prior to approving purchase.

2.5 Employees: Employee participation and feedback through clearly established procedures, such as completing an ergonomic request/self-assessment form, 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 to their supervisor and/or department. Reasons to request assistance may include concerns with workstation set up and equipment use, new hire, new procedure/task, or a safety concern. In the event that the employee relocated, management and employee must ensure the following:

1. If possible, employee should take all equipment recommended through a previous ergonomic evaluation from one workstation to another within the department.
2. If recommended items are not able to relocate with employee, new items should be provided at the new locations by the department. However, a new ergo evaluation may be needed if the workstation is not similar or if recommendations can not be applied to new workstation per most recent ergo report.
3. If employee relocates to a different department within the County, it is to the departments discretion to allow recommended ergo items to be transferred to another department. However, if ergonomic items were purchased by Risk Management, they must relocate with employee to new department.
4. It is the departments responsibility to apply ergonomic recommendations to the employee workstation. Management should coordinate with IT/Facilities/vendors/others to arrange and apply recommendations and adjustments per most recent ergo report.

WC Adjusters, Safety Coordinators, Safety Officer, WC Coordinators and/or Management may submit an ergonomic request on behalf of the employee. 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 Evaluation/Analysis Policy

Ergonomic evaluation request are reviewed and categorized based on criteria. Ergonomic evaluations are 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 Divisions Ergo Desk. Reasons for an Ergonomic evaluation 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: Review and approval is required if an employee has submitted a new ergonomic evaluation request and has a prior ergo evaluation on file. Employee is to provide new supervisor with a copy of most recent

ergonomic evaluation report. All recommendations should be applied to new or current workstation if possible prior to submitting a new evaluation request.

3.1 Provision of an Ergonomic Evaluation: It 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 an ergonomic evaluation 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 Ergonomic Evaluation levels (categories):

Three levels of ergonomic evaluations 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.

4.3 Review of Ergonomic Evaluation/Analysis Reports: Ergonomic 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.

- 4.3.1 Management must arrange to meet with the employee within five (5) business days of receiving the ergonomic report.
- 4.3.2 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.
- 4.3.3 Employee, management, and departments Ergo/WC coordinator will sign the report. Departments Ergo/WC coordinator will select the purchasing agent and submit a copy of the full signed report to the Ergo Desk within 10 days.
- 4.3.4 Departments will be the purchasing agent in most cases. Risk Management may assist in making the purchase directly for workers' compensation cases or in other approved cases. These costs will be tracked and charged back to departments through the workers' compensation budgets at the appropriate time. Purchase made by Risk Management will require prior approval from several channels of the Risk Management team. If Risk Management does not approve or is unable to process a purchase for any reason it will be the departments responsibility to provide the recommended items.
- 4.3.5 Employee, supervisor, and department must keep a copy and record of the evaluation report, purchases and work orders placed per the recommendations.
- 4.3.6 Department must update the Ergo Desk when all recommendations have been applied.
- 4.3.7 Employee must follow up with the Ergo Desk if there is a delay in any part of the process.

4.0 Hazard Prevention and Control Measures Policy

Identify and implement measures to prevent or control the hazards and risks identified in the ergonomic evaluation/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. Ergonomic trainings alone are a minimum of one hour, when Back and Safety training is incorporated it is a minimum of an hour and a half. 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: Online (through the County LMS) and "live" in-person ergonomic trainings are available. 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.

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:

Risk Management, third party ergonomic service vendors, WC adjusters, departments Ergo/WC coordinators, supervisors/management, 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.

Risk Management

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

Revision Date: November 1, 2021



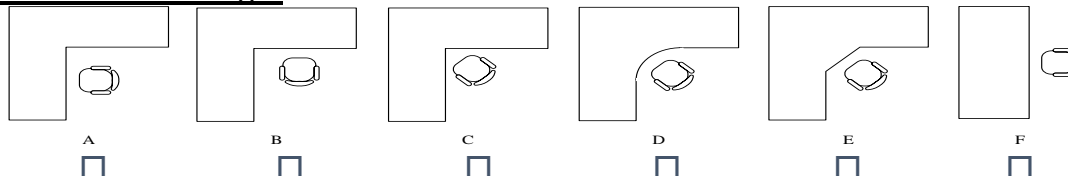
Ergonomics Workstation Review

This report may contain confidential information.

Some of the information in the report may be considered medically sensitive under HIPAA.

Evaluation Date:		Ergonomist:		Evaluation Level:	
Employee Name:			Job Title & Dept.:		
Address:					
WC Claim #:		DOI:		Claims Adjuster:	
Supervisor:			WC Coordinator:		
Prior Evaluation(s) dates & Evaluator:					

Workstation Design:



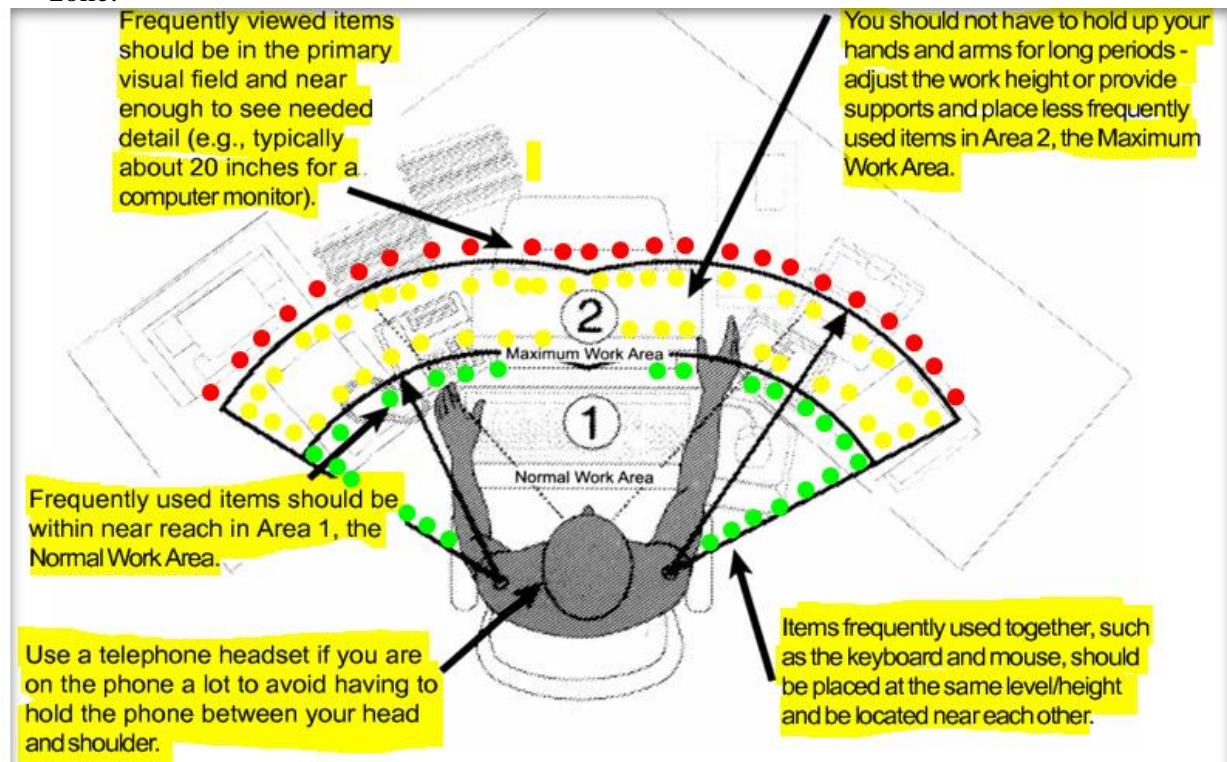
Equipment Checklist	Currently Has	Needs	Specific Criteria and Recommendation	Actions Completed
Ergonomic chair with all adjustable features to include: <input type="checkbox"/> back height, <input type="checkbox"/> armrest height/width, <input type="checkbox"/> seat tilt for <input type="checkbox"/> forward <input type="checkbox"/> recline, <input type="checkbox"/> seat depth adjustment, <input type="checkbox"/> seat height Model: Condition (age if applicable):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Tall <input type="checkbox"/> Small Stature <input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Foot rest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Keyboard/mouse wrist rest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Glare Screen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Document Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Monitor Risers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Monitor Valet or Arm for standard or flat monitor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Crank or Electric height adjustable work surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Task lamp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated

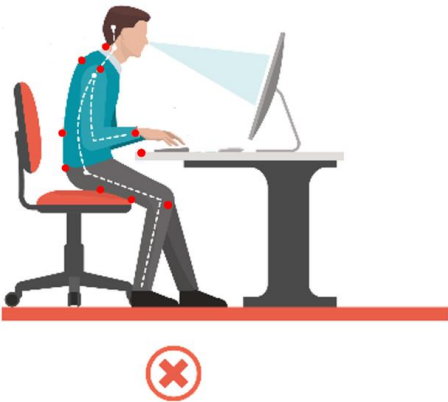
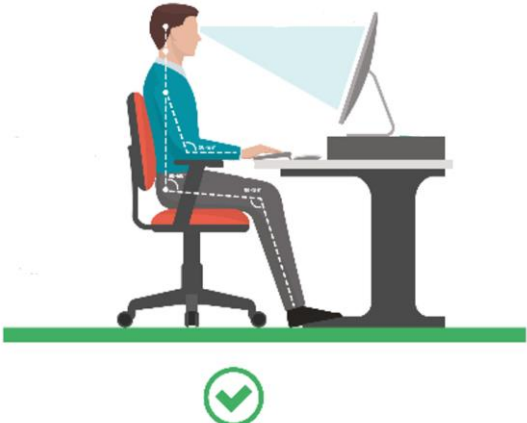
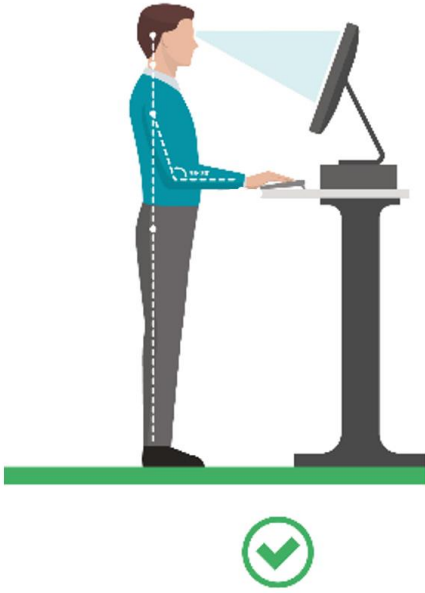
Telephone Headset	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated

Summary of Findings and Recommendations:

Recommended Safe Practices:

1. Refer to the County Ergo Website: <https://www.co.monterey.ca.us/government/departments-a-h/county-counsel/risk-management/ergonomics>
2. Take brief breaks (for a few seconds) periodically throughout the day while you are pausing at the computer.
3. Stretch and walk during your breaks throughout the work day.
4. Vary your tasks and positions as much as possible maintaining good posture.
5. Use shortcut keys to minimize mouse usage.
6. When typing and mousing, practice floating your hands and wrist. Avoid resting your wrist and forearms while typing and mousing.
7. Adjust work station as many times as needed throughout the day as the chair, keyboard tray, keyboard and other items may shift while in use.
8. Avoid overreaching by bringing in the items frequently used closer to your recommended work zone:



<p>Wrong sitting posture- HIGH RISK for discomfort and/or injury</p>	
<p>Correct sitting posture- LOW RISK for discomfort and/or injury</p>	
<p>Standing posture- LOW RISK for discomfort and/or injury</p>	

Post Ergonomic Evaluation Instruction for Employee:

- Maintain a copy of this report for your records.
- Apply the training obtained to your current and future workstations.
- Timeline for orders may vary as each department follows an approval process which requires several channels of approval prior to purchase.
- Please be sure to cc' the Ergo Desk on all communication regarding your ergo evaluation and pending orders/adjustments/installation.
- The signature page of this report will list the purchasing agent selected by your WC/Ergo coordinator.
- Recommended adjustments and/or installations will be completed by your department.
- **Notify the Ergo Desk via email when all recommendations have been received/installed/adjusted per the ergo report or if there is a delay.**
- Relocating:
 - When relocating within the same department ergo items may relocate with you.
 - When relocating from one department to another your items may only relocate with you if Risk Management was the purchasing agent.
 - If the items were purchased by your department the items will need to stay with the department that purchased the items.
 - Upon relocating, you will need to provide this report to your new supervisor.
 - If the new workstation is similar to the workstation listed in this report all recommendations/adjustments/installations will need to be applied to the new workstation. If recommendations can not be applied for any reason a new ergonomic evaluation request may be submitted.
 - If you require assistance after all recommendation have been applied, please contact the Ergo Desk.
- All county employees are required to attend Ergonomics and Back Safety training every 2 years. This ergo evaluation provided mandated training by CALOSHA's Title 8, CCR, Section 5110.

Please sign and email this full report to the Ergo Desk at 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 recommendations/adjustments/installations listed in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110.

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. 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. I will re-review this report with the listed employee if the employee is observed not applying recommendations and/or is exhibiting work habits that may cause discomfort and/or injury.

Supervisor Signature

Date

WC (Ergo) Coordinator Acknowledgment:

Purchasing Agent (check one):

- ☐ Department will provide recommended items from department inventory or ordered by the department within 30 days.
- ☐ Department would like to request assistance from Risk Management in placing the order. Request will be reviewed for approval and may be charged back to the department at the appropriate time.

WC (Ergo) Coordinator Signature

Date

Ergonomist Signature

Date

A copy of this ergonomic evaluation report will be sent to the Monterey County's Ergo Desk, the department Ergo/WC Coordinator and WC adjuster (if applicable). Report may be shared with confidential personal for actions regarding the report.



Follow Up: Ergonomics Investigation Report

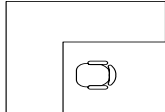
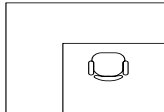
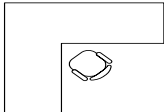
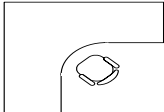
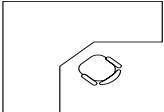
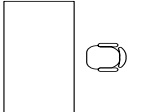
This report may contain confidential information.

Some of the information in the report may be considered medically sensitive under HIPAA.

Evaluation Date:		Ergonomist:		Evaluation Level:	
Employee Name:			Job Title & Dept.:		
Address:					
WC Claim #:		DOI:		Claims Adjuster:	
Supervisor:			WC Coordinator:		
Prior Evaluation(s) dates & Evaluator:					

Reason for follow up evaluation:

Workstation Design:

					
A	B	C	D	E	F
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Prior Recommendations and Actions Completed:

-

Summary of Findings and Recommendations:

-

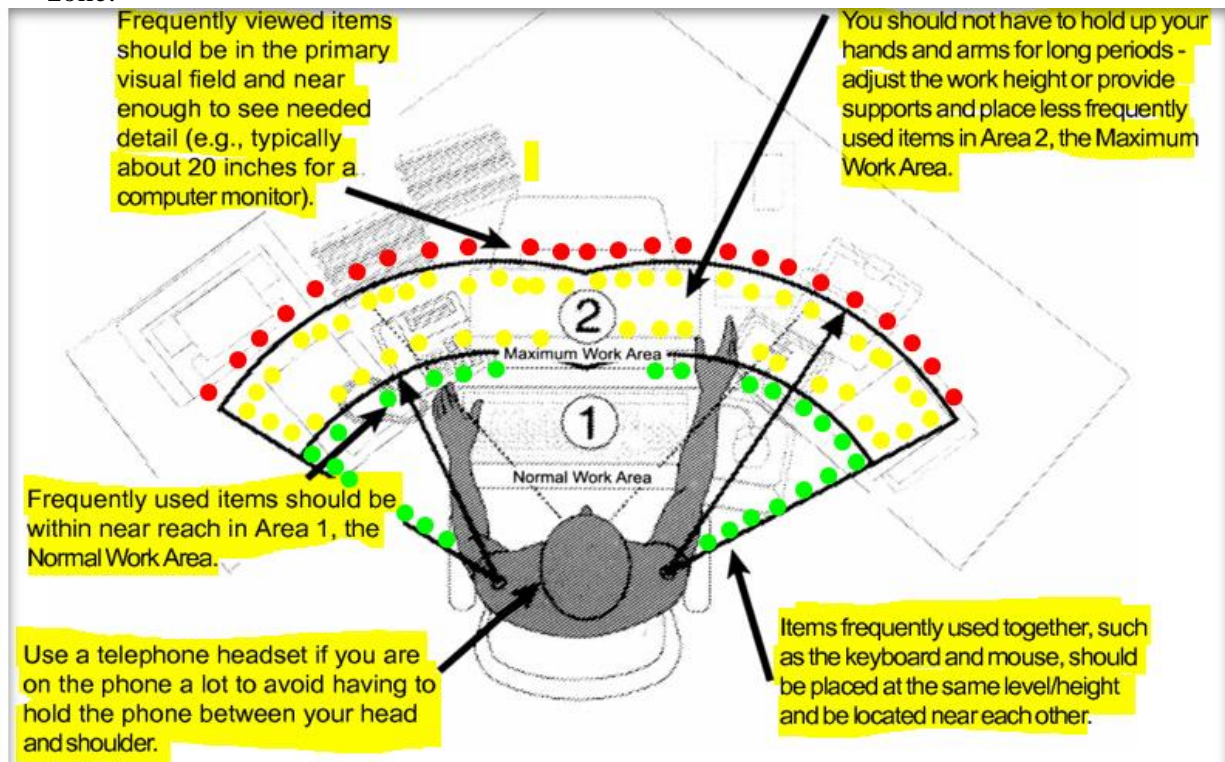
Before Photos: (arrows to point out risk or areas of discomfort for each photo. Explanation listed below each photo)

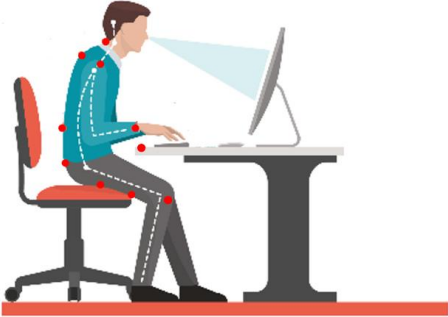

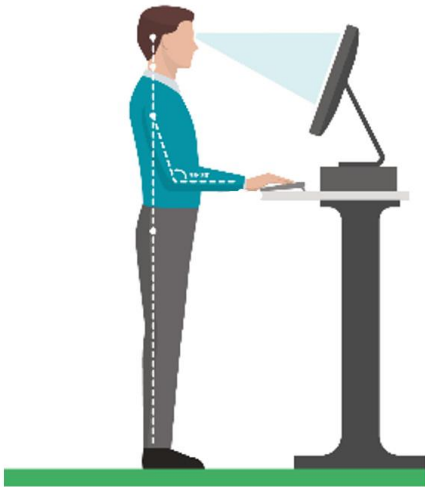


After Photo: (include an after photo showing correction/adjustment. Also include a photo of the entire work area)

Recommended Safe Practices:

1. Refer to the County Ergo Website: <https://www.co.monterey.ca.us/government/departments-a-h/county-counsel/risk-management/ergonomics>
2. Take brief breaks (for a few seconds) periodically throughout the day while you are pausing at the computer.
3. Stretch and walk during your breaks throughout the work day.
4. Vary your tasks and positions as much as possible maintaining good posture.
5. Use shortcut keys to minimize mouse usage.
6. When typing and mousing, practice floating your hands and wrist. Avoid resting your wrist and forearms while typing and mousing.
7. Adjust work station as many times as needed throughout the day as the chair, keyboard tray, keyboard and other items may shift while in use.
8. Avoid overreaching by bringing in the items frequently used closer to your recommended work zone:



<p>Wrong sitting posture- HIGH RISK for discomfort and/or injury</p>	 A person is shown sitting at a desk with a computer monitor. They are slumped forward, with their head tilted down and their back curved. A red 'X' icon is below the illustration, indicating this is an incorrect posture.
<p>Correct sitting posture- LOW RISK for discomfort and/or injury</p>	 A person is shown sitting at a desk with a computer monitor. They are sitting upright, with their head, neck, and shoulders in a straight line. A green checkmark icon is below the illustration, indicating this is a correct posture.
<p>Standing posture- LOW RISK for discomfort and/or injury</p>	 A person is shown standing at a desk with a computer monitor. They are standing upright, with their head, neck, and shoulders in a straight line. A green checkmark icon is below the illustration, indicating this is a correct posture.

Post Ergonomic Evaluation Instruction for Employee:

- Maintain a copy of this report for your records.
- Apply the training obtained to your current and future workstations.
- Timeline for orders may vary as each department follows an approval process which requires several channels of approval prior to purchase.
- Please be sure to cc' the Ergo Desk on all communication regarding your ergo evaluation and pending orders/adjustments/installation.
- The signature page of this report will list the purchasing agent selected by your WC/Ergo coordinator.
- Recommended adjustments and/or installations will be completed by your department.
- **Notify the Ergo Desk via email when all recommendations have been received/installed/adjusted per the ergo report or if there is a delay.**
- Relocating:
 - When relocating within the same department ergo items may relocate with you.
 - When relocating from one department to another your items may only relocate with you if Risk Management was the purchasing agent.
 - If the items were purchased by your department the items will need to stay with the department that purchased the items.
 - Upon relocating, you will need to provide this report to your new supervisor.
 - If the new workstation is similar to the workstation listed in this report all recommendations/adjustments/installations will need to be applied to the new workstation. If recommendations can not be applied for any reason a new ergonomic evaluation request may be submitted.
 - If you require assistance after all recommendation have been applied, please contact the Ergo Desk.
- All county employees are required to attend Ergonomics and Back Safety training every 2 years. This ergo evaluation provided mandated training by CALOSHA's Title 8, CCR, Section 5110.

RELOCATION INFORMATION: Employee is to maintain a copy of this report and issue a copy of this report if she/he is relocated to a new 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 or purchased by the new department if relocation is with a different department.

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

Facility Actions Recommended:	
<input type="checkbox"/> IT <input type="checkbox"/> Maintenance <input type="checkbox"/> Construction <input type="checkbox"/> Electrical <input type="checkbox"/> Other	
Actions Recommended:	Action Completed
RSI Guard: Has RSI Guard: <input type="checkbox"/> Yes <input type="checkbox"/> No Is RSI Guard recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If RSI Guard is recommended the WC Coordinator will need to approve and send an email request to the Ergo Desk to have it added.</i>	

Equipment Recommendations: <i>Approved Vendors: Cube Solutions / EC West / Office Depot / Palace / PBI /</i> THIS IS NOT AN ACTUAL ORDER. 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 product information listed below is provided to assist in placing the appropriate order. <i>Your department may purchase approved recommended items within your departments budget. If your department requires assistance from Risk Management, the cost will be charged to the County's Internal Service fund for loss control purposes.</i>			
Product Image	Model Number /Description/Cost	Vendor	Purpose for Product (provide options if available)
	Ergonomic Chair \$\$ Quote needed	PBI	Instructions: Employee is to schedule a chair fitting at the local PBI showroom located at: 325 Main St. (Old Town), Salinas PBI Rep. Casey Faylor (831) 717-8486 PBI Rep. Osvaldo (831) 244-8173 (the attached chair fitting form must be filled out by employee and submitted to PBI during fitting) <ul style="list-style-type: none"> Employee will be fitted to a county approved chair. Employee will learn how to adjust the chair. PBI will then generate a quote with the chair fitted to employee and submit to the department and Ergo Desk. If assistance is needed- Risk Management may place orders for WC orders only. Second Option: (in case the department can't send the employee to be fitted)
	Item description Item # Size if applicable Cost \$	Vendor	Reason for recommendation 2 nd options are welcome in this section.

Total Estimated Cost	\$		<p>Risk Management Use Only:</p> <p>Listed items are approved for purchase through Risk Management with:</p> <p>TPA <input type="checkbox"/></p> <p>Purchase Order(s) <input type="checkbox"/></p> <hr/> <p>Printed Name</p> <hr/> <p>Risk Management Approval _____ Date _____</p>

Email ErgoDesk@co.monterey.ca.us when all approved products have been ordered/installed/adjusted. Vendors listed have been approved by the County of Monterey.

Please sign and email this full report to the Ergo Desk at 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 recommendations/adjustments/installations listed in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110.

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. 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. I will re-review this report with the listed employee if the employee is observed not applying recommendations and/or is exhibiting work habits that may cause discomfort and/or injury.

Supervisor Signature

Date

WC (Ergo) Coordinator Acknowledgment:

Purchasing Agent (check one):

- ☐ Department will provide recommended items from department inventory or ordered by the department within 30 days.
- ☐ Department would like to request assistance from Risk Management in placing the order. Request will be reviewed for approval and may be charged back to the department at the appropriate time.

WC (Ergo) Coordinator Signature

Date

Ergonomist Signature

Date

A copy of this ergonomic evaluation report will be sent to the Monterey County's Ergo Desk, the department Ergo/WC Coordinator and WC adjuster (if applicable). Report may be shared with confidential personal for actions regarding the report.



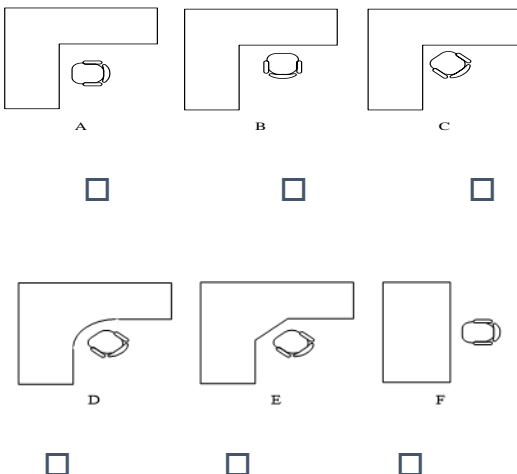
Level I: Ergonomics Investigation Report

This report may contain confidential information.

Some of the information in the report may be considered medically sensitive under HIPAA.

Evaluation Date:		Ergonomist:		Evaluation Level:	
Employee Name:			Job Title & Dept.:		
Address:					
WC Claim #:		DOI:		Claims Adjuster:	
Supervisor:			WC Coordinator:		
Prior Evaluation(s) dates & Evaluator:					
Reason for Ergonomic Evaluation Request: <i>(This information has been provided by the Ergo Desk per information submitted by the employee)</i>					

Workstation Design:



Anthropometric Preferences (inches):

Height:

Weight: ☐ < 150 lbs. or ☐ >250 lbs.

Hand Dominance: ☐ R or ☐ L

☐ Glasses: ☐ Bi ☐ Pro ☐ Single ☐ Contacts

Floor to popliteal height:

Floor to seated elbow:

Keyboard tray height:

Keyboard height:

Floor to seated eye:

Floor to 1st line of type:

Floor to work surface: " (Actual)


For chair fit purposes (as needed):

Seat pan to forearm:

Buttock to back of knee:

Equipment Inventory and Workstation Adjustment Guidelines:				
Equipment Checklist	Currently Has	Needs	Specific Criteria and Recommendation	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 <input type="checkbox"/> recline, <input type="checkbox"/> seat depth adjustment, <input type="checkbox"/> seat height Model: Condition (age if applicable):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Tall <input type="checkbox"/> Small Stature <input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Foot rest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Keyboard/mouse wrist rest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Mouse bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Alternative keyboard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Alternative Pointing device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Glare Screen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
In-line document holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Document Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Monitor Risers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Monitor Valet or Arm for standard or flat monitor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Crank or Electric height adjustable work surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Task lamp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Telephone Headset	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated

Photos (required):

<p><u>Before Photos:</u> (arrows to point out risk or areas of discomfort for each photo. Explanation listed below each photo)</p> 	<p><u>After Photo:</u> (include an after photo showing correction/adjustment. Also include a photo of the entire work area)</p>

Job Description (per employee):

Job Demands:

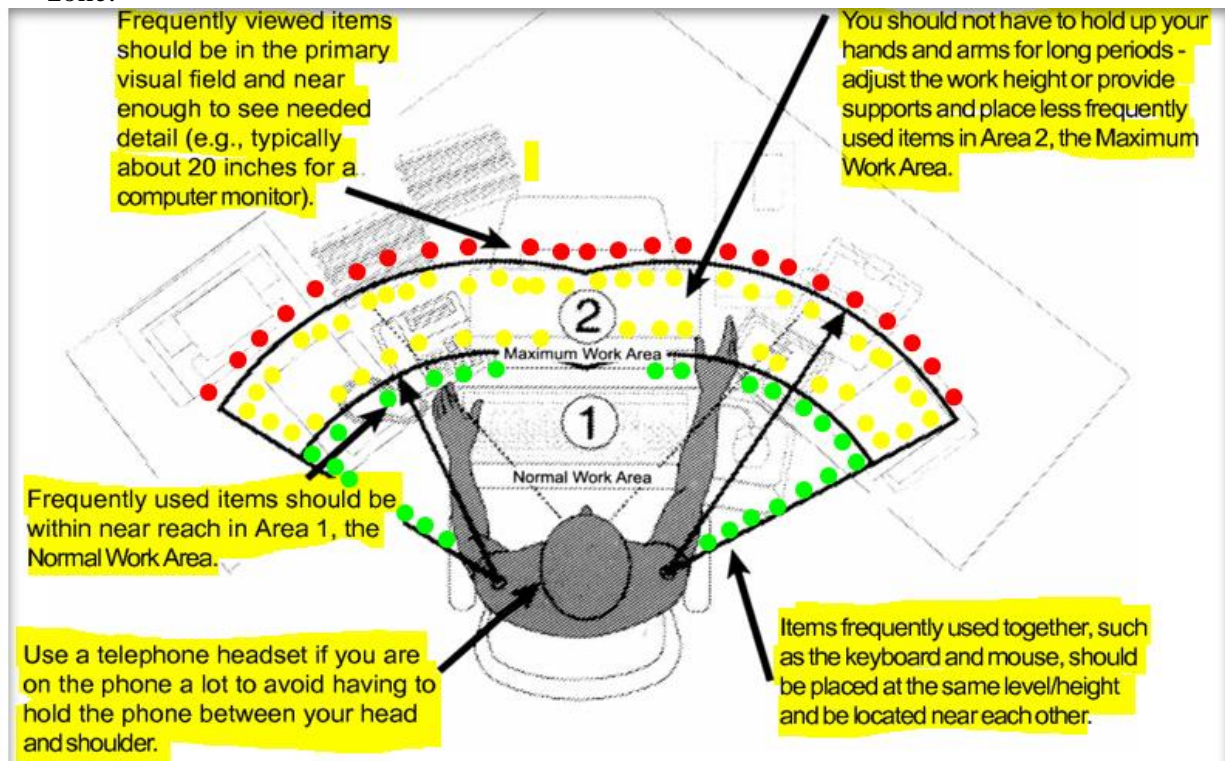
Risk Factors:

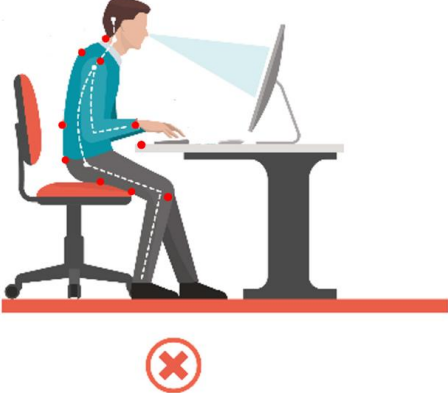
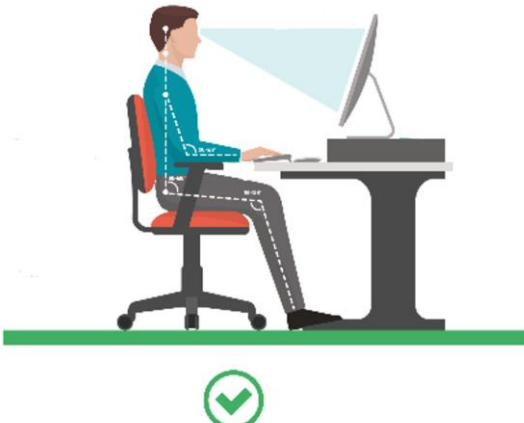
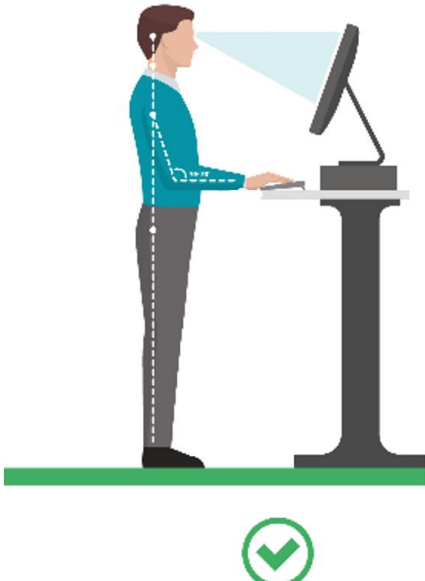
Summary of Findings:

Recommendations per Findings:

Recommended Safe Practices:

1. Refer to the County Ergo Website: <https://www.co.monterey.ca.us/government/departments-a-h/county-counsel/risk-management/ergonomics>
2. Take brief breaks (for a few seconds) periodically throughout the day while you are pausing at the computer.
3. Stretch and walk during your breaks throughout the work day.
4. Vary your tasks and positions as much as possible maintaining good posture.
5. Use shortcut keys to minimize mouse usage.
6. When typing and mousing, practice floating your hands and wrist. Avoid resting your wrist and forearms while typing and mousing.
7. Adjust work station as many times as needed throughout the day as the chair, keyboard tray, keyboard and other items may shift while in use.
8. Avoid overreaching by bringing in the items frequently used closer to your recommended work zone:



<p>Wrong sitting posture- HIGH RISK for discomfort and/or injury</p>	
<p>Correct sitting posture- LOW RISK for discomfort and/or injury</p>	
<p>Standing posture- LOW RISK for discomfort and/or injury</p>	

Post Ergonomic Evaluation Instruction for Employee:

- Maintain a copy of this report for your records.
- Apply the training obtained to your current and future workstations.
- Timeline for orders may vary as each department follows an approval process which requires several channels of approval prior to purchase.
- Please be sure to cc' the Ergo Desk on all communication regarding your ergo evaluation and pending orders/adjustments/installation.
- The signature page of this report will list the purchasing agent selected by your WC/Ergo coordinator.
- Recommended adjustments and/or installations will be completed by your department.
- **Notify the Ergo Desk via email when all recommendations have been received/installed/adjusted per the ergo report or if there is a delay.**
- Relocating:
 - When relocating within the same department ergo items may relocate with you.
 - When relocating from one department to another your items may only relocate with you if Risk Management was the purchasing agent.
 - If the items were purchased by your department the items will need to stay with the department that purchased the items.
 - Upon relocating, you will need to provide this report to your new supervisor.
 - If the new workstation is similar to the workstation listed in this report all recommendations/adjustments/installations will need to be applied to the new workstation. If recommendations can not be applied for any reason a new ergonomic evaluation request may be submitted.
 - If you require assistance after all recommendation have been applied, please contact the Ergo Desk.
- All county employees are required to attend Ergonomics and Back Safety training every 2 years. This ergo evaluation provided mandated training by CALOSHA's Title 8, CCR, Section 5110.

RELOCATION INFORMATION: Employee is to maintain a copy of this report and issue a copy of this report if she/he is relocated to a new 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 or purchased by the new department if relocation is with a different department.

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

Facility Actions Recommended:	
<input type="checkbox"/> IT <input type="checkbox"/> Maintenance <input type="checkbox"/> Construction <input type="checkbox"/> Electrical <input type="checkbox"/> Other	
Actions Recommended:	Action Completed
RSI Guard: Has RSI Guard: <input type="checkbox"/> Yes <input type="checkbox"/> No Is RSI Guard recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If RSI Guard is recommended the WC Coordinator will need to approve and send an email request to the Ergo Desk to have it added.</i>	

Equipment Recommendations: <i>Approved Vendors: Cube Solutions / EC West / Office Depot / Palace / PBI /</i> THIS IS NOT AN ACTUAL ORDER. 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 product information listed below is provided to assist in placing the appropriate order. <i>Your department may purchase approved recommended items within your departments budget. If your department requires assistance from Risk Management, the cost will be charged to the County's Internal Service fund for loss control purposes.</i>			
Product Image	Model Number /Description/Cost	Vendor	Purpose for Product (provide options if available)
	Ergonomic Chair \$\$ Quote needed	PBI	Instructions: Employee is to schedule a chair fitting at the local PBI showroom located at: 325 Main St. (Old Town), Salinas PBI Rep. Casey Faylor (831) 717-8486 PBI Rep. Osvaldo (831) 244-8173 (the attached chair fitting form must be filled out by employee and submitted to PBI during fitting) <ul style="list-style-type: none"> Employee will be fitted to a county approved chair. Employee will learn how to adjust the chair. PBI will then generate a quote with the chair fitted to employee and submit to the department and Ergo Desk. If assistance is needed- Risk Management may place orders for WC orders only. Second Option: (in case the department can't send the employee to be fitted)
	Item description Item # Size if applicable Cost \$	Vendor	Reason for recommendation 2 nd options are welcome in this section.

Total Estimated Cost	\$		<p>Risk Management Use Only:</p> <p>Listed items are approved for purchase through Risk Management with:</p> <p>TPA <input type="checkbox"/></p> <p>Purchase Order(s) <input type="checkbox"/></p> <hr/> <p>Printed Name</p> <hr/> <p>Risk Management Approval _____ Date _____</p>

Email ErgoDesk@co.monterey.ca.us when all approved products have been ordered/installed/adjusted. Vendors listed have been approved by the County of Monterey.

Please sign and email this full report to the Ergo Desk at 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 recommendations/adjustments/installations listed in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110.

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. 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. I will re-review this report with the listed employee if the employee is observed not applying recommendations and/or is exhibiting work habits that may cause discomfort and/or injury.

Supervisor Signature

Date

WC (Ergo) Coordinator Acknowledgment:

Purchasing Agent (check one):

- ☐ Department will provide recommended items from department inventory or ordered by the department within 30 days.
- ☐ Department would like to request assistance from Risk Management in placing the order. Request will be reviewed for approval and may be charged back to the department at the appropriate time.

WC (Ergo) Coordinator Signature

Date

Ergonomist Signature

Date

A copy of this ergonomic evaluation report will be sent to the Monterey County's Ergo Desk, the department Ergo/WC Coordinator and WC adjuster (if applicable). Report may be shared with confidential personal for actions regarding the report.



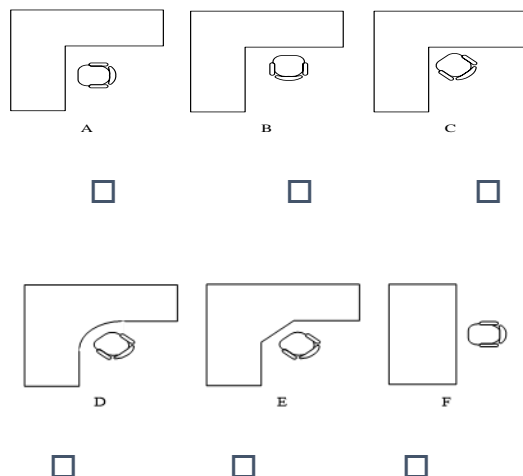
Level II: Ergonomics Investigation Report

This report may contain confidential information.

Some of the information in the report may be considered medically sensitive under HIPAA.

Evaluation Date:		Ergonomist:		Evaluation Level:	
Employee Name:			Job Title & Dept.:		
Address:					
WC Claim #:		DOI:		Claims Adjuster:	
Supervisor:			WC Coordinator:		
Prior Evaluation(s) dates & Evaluator:					
Reason for Ergonomic Evaluation Request: <i>(This information has been provided by the Ergo Desk per information submitted by the employee)</i>					

Workstation Design:



Anthropometric Preferences (inches):

Height:

Weight: ☐ < 150 lbs. or ☐ >250 lbs.

Hand Dominance: ☐ R or ☐ L

☐ Glasses: ☐ Bi ☐ Pro ☐ Single ☐ Contacts

Floor to popliteal height:

Floor to seated elbow:

Keyboard tray height:

Keyboard height:

Floor to seated eye:

Floor to 1st line of type:

Floor to work surface: " (Actual)

For chair fit purposes (as needed):

Seat pan to forearm:

Buttock to back of knee:

Equipment Inventory and Workstation Adjustment Guidelines:				
Equipment Checklist	Currently Has	Needs	Specific Criteria and Recommendation	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 <input type="checkbox"/> recline, <input type="checkbox"/> seat depth adjustment, <input type="checkbox"/> seat height Model: Condition (age if applicable):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Tall <input type="checkbox"/> Small Stature <input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Foot rest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Keyboard/mouse wrist rest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Mouse bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Alternative keyboard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Alternative Pointing device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Glare Screen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
In-line document holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Document Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Monitor Risers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Monitor Valet or Arm for standard or flat monitor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Crank or Electric height adjustable work surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Task lamp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Telephone Headset	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated

(Section to be completed if a prior evaluation has been conducted and provided for review)

Prior Employee Concerns(s):

Actions Completed:

Photos (required):

Before Photos: (arrows to point out risk or areas of discomfort for each photo. Explanation listed below each photo)



After Photo: (include an after photo showing correction/adjustment. Also include a photo of the entire work area)

Job Description (per employee):

-

Employee Concerns:

-

Risk Factors:

-

Current Employee Concerns(s):

-

Root Cause (unsafe condition or behaviors)

-

Repetitive and Sustained Exertions:

-

Forceful Exertions:

-

Awkward Postures:

-

Mechanical (Local Contact) Stress:

-

Environmental Factors (Temperature, Humidity, Vibration, Glare):

-

Summary of Findings:

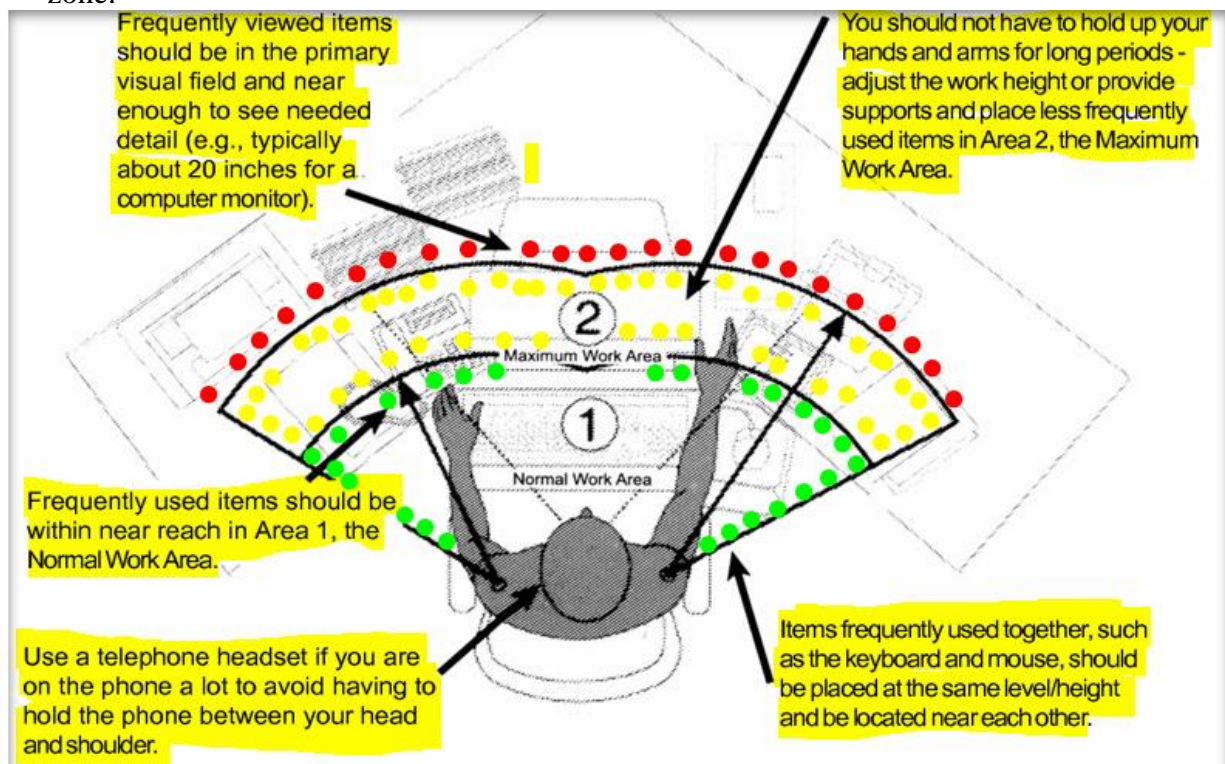
-

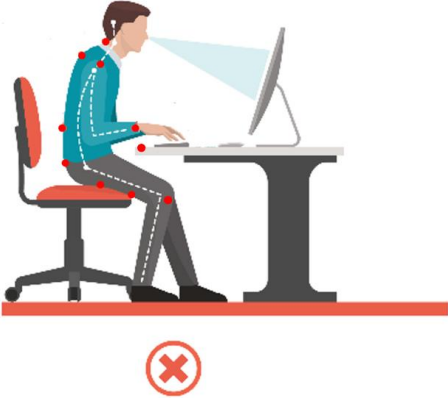
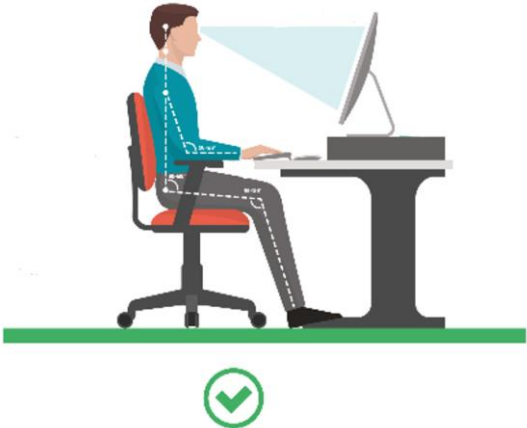
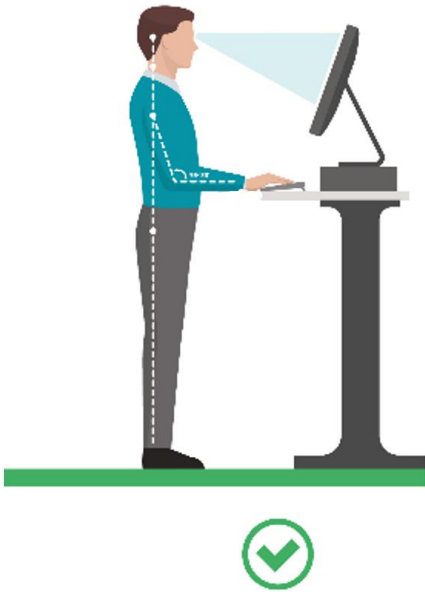
Recommendations per Findings:

-

Recommended Safe Practices:

1. Refer to the County Ergo Website: <https://www.co.monterey.ca.us/government/departments-a-h/county-counsel/risk-management/ergonomics>
2. Take brief breaks (for a few seconds) periodically throughout the day while you are pausing at the computer.
3. Stretch and walk during your breaks throughout the work day.
4. Vary your tasks and positions as much as possible maintaining good posture.
5. Use shortcut keys to minimize mouse usage.
6. When typing and mousing, practice floating your hands and wrist. Avoid resting your wrist and forearms while typing and mousing.
7. Adjust work station as many times as needed throughout the day as the chair, keyboard tray, keyboard and other items may shift while in use.
8. Avoid overreaching by bringing in the items frequently used closer to your recommended work zone:



<p>Wrong sitting posture- HIGH RISK for discomfort and/or injury</p>	
<p>Correct sitting posture- LOW RISK for discomfort and/or injury</p>	
<p>Standing posture- LOW RISK for discomfort and/or injury</p>	

Post Ergonomic Evaluation Instruction for Employee:

- Maintain a copy of this report for your records.
- Apply the training obtained to your current and future workstations.
- Timeline for orders may vary as each department follows an approval process which requires several channels of approval prior to purchase.
- Please be sure to cc' the Ergo Desk on all communication regarding your ergo evaluation and pending orders/adjustments/installation.
- The signature page of this report will list the purchasing agent selected by your WC/Ergo coordinator.
- Recommended adjustments and/or installations will be completed by your department.
- **Notify the Ergo Desk via email when all recommendations have been received/installed/adjusted per the ergo report or if there is a delay.**
- Relocating:
 - When relocating within the same department ergo items may relocate with you.
 - When relocating from one department to another your items may only relocate with you if Risk Management was the purchasing agent.
 - If the items were purchased by your department the items will need to stay with the department that purchased the items.
 - Upon relocating, you will need to provide this report to your new supervisor.
 - If the new workstation is similar to the workstation listed in this report all recommendations/adjustments/installations will need to be applied to the new workstation. If recommendations can not be applied for any reason a new ergonomic evaluation request may be submitted.
 - If you require assistance after all recommendation have been applied, please contact the Ergo Desk.
- All county employees are required to attend Ergonomics and Back Safety training every 2 years. This ergo evaluation provided mandated training by CALOSHA's Title 8, CCR, Section 5110.

RELOCATION INFORMATION: Employee is to maintain a copy of this report and issue a copy of this report if she/he is relocated to a new 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 or purchased by the new department if relocation is with a different department.

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

Facility Actions Recommended:	
<input type="checkbox"/> IT <input type="checkbox"/> Maintenance <input type="checkbox"/> Construction <input type="checkbox"/> Electrical <input type="checkbox"/> Other	
Actions Recommended:	Action Completed
RSI Guard: Has RSI Guard: <input type="checkbox"/> Yes <input type="checkbox"/> No Is RSI Guard recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If RSI Guard is recommended the WC Coordinator will need to approve and send an email request to the Ergo Desk to have it added.</i>	

Equipment Recommendations: <i>Approved Vendors: Cube Solutions / EC West / Office Depot / Palace / PBI /</i> THIS IS NOT AN ACTUAL ORDER. 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 product information listed below is provided to assist in placing the appropriate order. <i>Your department may purchase approved recommended items within your departments budget. If your department requires assistance from Risk Management, the cost will be charged to the County's Internal Service fund for loss control purposes.</i>			
Product Image	Model Number /Description/Cost	Vendor	Purpose for Product (provide options if available)
	Ergonomic Chair \$\$ Quote needed	PBI	Instructions: Employee is to schedule a chair fitting at the local PBI showroom located at: 325 Main St. (Old Town), Salinas PBI Rep. Casey Faylor (831) 717-8486 PBI Rep. Osvaldo (831) 244-8173 (the attached chair fitting form must be filled out by employee and submitted to PBI during fitting) <ul style="list-style-type: none"> Employee will be fitted to a county approved chair. Employee will learn how to adjust the chair. PBI will then generate a quote with the chair fitted to employee and submit to the department and Ergo Desk. If assistance is needed- Risk Management may place orders for WC orders only. Second Option: (in case the department can't send the employee to be fitted)
	Item description Item # Size if applicable Cost \$	Vendor	Reason for recommendation 2 nd options are welcome in this section.

Total Estimated Cost	\$		<p>Risk Management Use Only:</p> <p>Listed items are approved for purchase through Risk Management with:</p> <p>TPA <input type="checkbox"/></p> <p>Purchase Order(s) <input type="checkbox"/></p> <hr/> <p>Printed Name</p> <hr/> <p>Risk Management Approval _____ Date _____</p>

Email ErgoDesk@co.monterey.ca.us when all approved products have been ordered/installed/adjusted. Vendors listed have been approved by the County of Monterey.

Please sign and email this full report to the Ergo Desk at 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 recommendations/adjustments/installations listed in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110.

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. 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. I will re-review this report with the listed employee if the employee is observed not applying recommendations and/or is exhibiting work habits that may cause discomfort and/or injury.

Supervisor Signature

Date

WC (Ergo) Coordinator Acknowledgment:

Purchasing Agent (check one):

- ☐ Department will provide recommended items from department inventory or ordered by the department within 30 days.
- ☐ Department would like to request assistance from Risk Management in placing the order. Request will be reviewed for approval and may be charged back to the department at the appropriate time.

WC (Ergo) Coordinator Signature

Date

Ergonomist Signature

Date

A copy of this ergonomic evaluation report will be sent to the Monterey County's Ergo Desk, the department Ergo/WC Coordinator and WC adjuster (if applicable). Report may be shared with confidential personal for actions regarding the report.



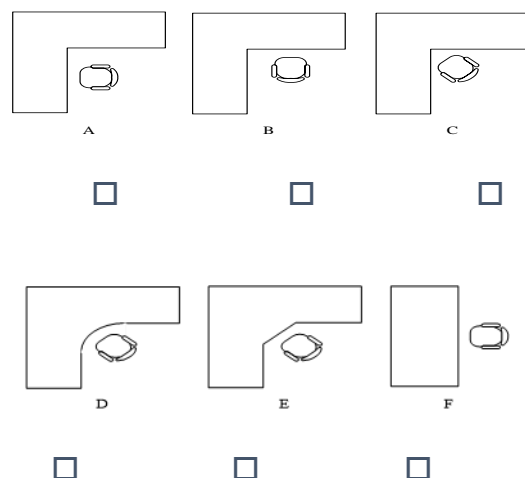
Level III: Ergonomics Investigation Report

This report may contain confidential information.

Some of the information in the report may be considered medically sensitive under HIPAA.

Evaluation Date:		Ergonomist:		Evaluation Level:	
Employee Name:			Job Title & Dept.:		
Address:					
WC Claim #:		DOI:		Claims Adjuster:	
Supervisor:			WC Coordinator:		
Prior Evaluation(s) dates & Evaluator:					
Reason for Ergonomic Evaluation Request: <i>(This information has been provided by the Ergo Desk per information submitted by the employee)</i>					

Workstation Design:



Anthropometric Preferences (inches):

Height:

Weight: ☐ < 150 lbs. or ☐ >250 lbs.

Hand Dominance: ☐ R or ☐ L

☐ Glasses: ☐ Bi ☐ Pro ☐ Single ☐ Contacts

Floor to popliteal height:

Floor to seated elbow:

Keyboard tray height:

Keyboard height:

Floor to seated eye:

Floor to 1st line of type:

Floor to work surface: " (Actual)

For chair fit purposes (as needed):

Seat pan to forearm:

Buttock to back of knee:

Equipment Inventory and Workstation Adjustment Guidelines:				
Equipment Checklist	Currently Has	Needs	Specific Criteria and Recommendation	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 <input type="checkbox"/> recline, <input type="checkbox"/> seat depth adjustment, <input type="checkbox"/> seat height Model: Condition (age if applicable):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Tall <input type="checkbox"/> Small Stature <input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Foot rest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Keyboard/mouse wrist rest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Mouse bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Alternative keyboard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Alternative Pointing device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Glare Screen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
In-line document holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Document Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Monitor Risers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Monitor Valet or Arm for standard or flat monitor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Crank or Electric height adjustable work surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Task lamp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Telephone Headset	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> See Recommendation section for detailed item.	<input type="checkbox"/> Assessed <input type="checkbox"/> Adjusted <input type="checkbox"/> Educated

(Section to be completed if a prior evaluation has been conducted and provided for review)

Prior Employee Concerns(s):

Actions Completed:

Photos (required):

Before Photos: (arrows to point out risk or areas of discomfort for each photo. Explanation listed below each photo)



After Photo: (include an after photo showing correction/adjustment. Also include a photo of the entire work area)

Job Description (per employee):

-

Employee Concerns:

-

Risk Factors:

-

Current Employee Concerns(s):

-

Root Cause (unsafe condition or behaviors)

-

Repetitive and Sustained Exertions:

-

Forceful Exertions:

-

Awkward Postures:

-

Mechanical (Local Contact) Stress:

-

Environmental Factors (Temperature, Humidity, Vibration, Glare):

-

Summary of Findings:

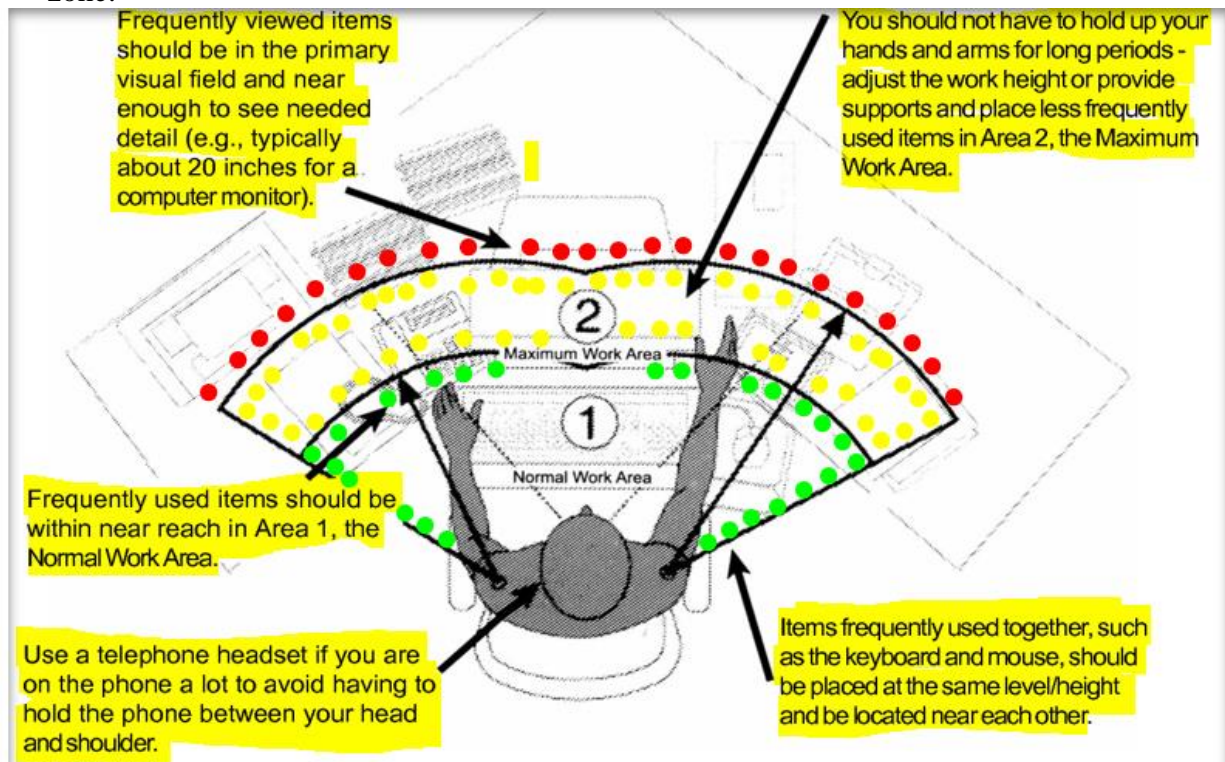
-

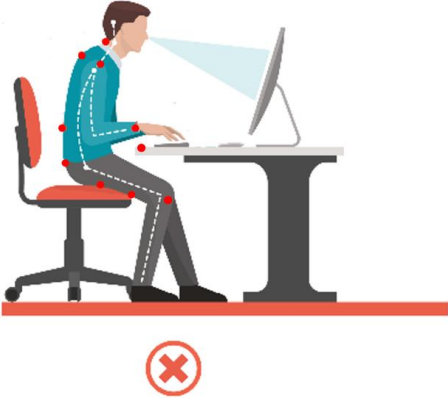
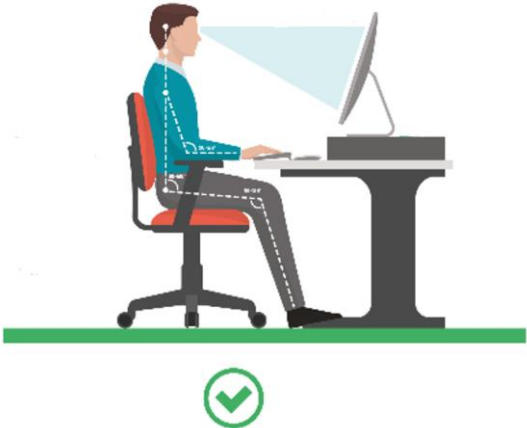
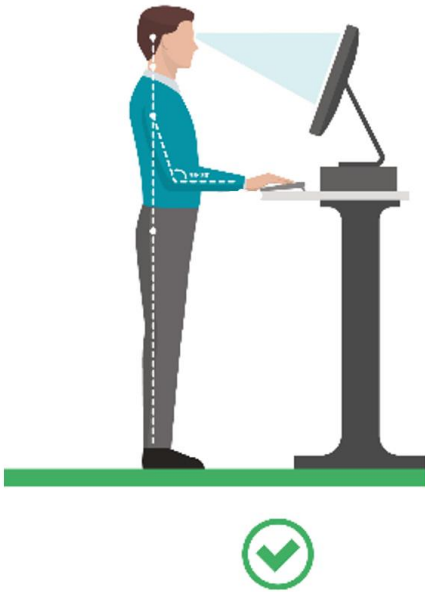
Recommendations per Findings:

-

Recommended Safe Practices:

1. Refer to the County Ergo Website: <https://www.co.monterey.ca.us/government/departments-a-h/county-counsel/risk-management/ergonomics>
2. Take brief breaks (for a few seconds) periodically throughout the day while you are pausing at the computer.
3. Stretch and walk during your breaks throughout the work day.
4. Vary your tasks and positions as much as possible maintaining good posture.
5. Use shortcut keys to minimize mouse usage.
6. When typing and mousing, practice floating your hands and wrist. Avoid resting your wrist and forearms while typing and mousing.
7. Adjust work station as many times as needed throughout the day as the chair, keyboard tray, keyboard and other items may shift while in use.
8. Avoid overreaching by bringing in the items frequently used closer to your recommended work zone:



<p>Wrong sitting posture- HIGH RISK for discomfort and/or injury</p>	
<p>Correct sitting posture- LOW RISK for discomfort and/or injury</p>	
<p>Standing posture- LOW RISK for discomfort and/or injury</p>	

Post Ergonomic Evaluation Instruction for Employee:

- Maintain a copy of this report for your records.
- Apply the training obtained to your current and future workstations.
- Timeline for orders may vary as each department follows an approval process which requires several channels of approval prior to purchase.
- Please be sure to cc' the Ergo Desk on all communication regarding your ergo evaluation and pending orders/adjustments/installation.
- The signature page of this report will list the purchasing agent selected by your WC/Ergo coordinator.
- Recommended adjustments and/or installations will be completed by your department.
- **Notify the Ergo Desk via email when all recommendations have been received/installed/adjusted per the ergo report or if there is a delay.**
- Relocating:
 - When relocating within the same department ergo items may relocate with you.
 - When relocating from one department to another your items may only relocate with you if Risk Management was the purchasing agent.
 - If the items were purchased by your department the items will need to stay with the department that purchased the items.
 - Upon relocating, you will need to provide this report to your new supervisor.
 - If the new workstation is similar to the workstation listed in this report all recommendations/adjustments/installations will need to be applied to the new workstation. If recommendations can not be applied for any reason a new ergonomic evaluation request may be submitted.
 - If you require assistance after all recommendation have been applied, please contact the Ergo Desk.
- All county employees are required to attend Ergonomics and Back Safety training every 2 years. This ergo evaluation provided mandated training by CALOSHA's Title 8, CCR, Section 5110.

RELOCATION INFORMATION: Employee is to maintain a copy of this report and issue a copy of this report if she/he is relocated to a new 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 or purchased by the new department if relocation is with a different department.

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

Facility Actions Recommended:	
<input type="checkbox"/> IT <input type="checkbox"/> Maintenance <input type="checkbox"/> Construction <input type="checkbox"/> Electrical <input type="checkbox"/> Other	
Actions Recommended:	Action Completed
RSI Guard: Has RSI Guard: <input type="checkbox"/> Yes <input type="checkbox"/> No Is RSI Guard recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If RSI Guard is recommended the WC Coordinator will need to approve and send an email request to the Ergo Desk to have it added.</i>	

Equipment Recommendations: <i>Approved Vendors: Cube Solutions / EC West / Office Depot / Palace / PBI /</i> THIS IS NOT AN ACTUAL ORDER. 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 product information listed below is provided to assist in placing the appropriate order. <i>Your department may purchase approved recommended items within your departments budget. If your department requires assistance from Risk Management, the cost will be charged to the County's Internal Service fund for loss control purposes.</i>			
Product Image	Model Number /Description/Cost	Vendor	Purpose for Product (provide options if available)
	Ergonomic Chair \$\$ Quote needed	PBI	Instructions: Employee is to schedule a chair fitting at the local PBI showroom located at: 325 Main St. (Old Town), Salinas PBI Rep. Casey Faylor (831) 717-8486 PBI Rep. Osvaldo (831) 244-8173 (the attached chair fitting form must be filled out by employee and submitted to PBI during fitting) <ul style="list-style-type: none"> Employee will be fitted to a county approved chair. Employee will learn how to adjust the chair. PBI will then generate a quote with the chair fitted to employee and submit to the department and Ergo Desk. If assistance is needed- Risk Management may place orders for WC orders only. Second Option: (in case the department can't send the employee to be fitted)
	Item description Item # Size if applicable Cost \$	Vendor	Reason for recommendation 2 nd options are welcome in this section.

Total Estimated Cost	\$		<p>Risk Management Use Only:</p> <p>Listed items are approved for purchase through Risk Management with:</p> <p>TPA <input type="checkbox"/></p> <p>Purchase Order(s) <input type="checkbox"/></p> <hr/> <p>Printed Name</p> <hr/> <p>Risk Management Approval _____ Date _____</p>

Email ErgoDesk@co.monterey.ca.us when all approved products have been ordered/installed/adjusted. Vendors listed have been approved by the County of Monterey.

Please sign and email this full report to the Ergo Desk at 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 recommendations/adjustments/installations listed in this report may be acquired and implemented at my employer's discretion consistent with CALOSHA's CCR, Title 8 Section 5110.

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. 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. I will re-review this report with the listed employee if the employee is observed not applying recommendations and/or is exhibiting work habits that may cause discomfort and/or injury.

Supervisor Signature

Date

WC (Ergo) Coordinator Acknowledgment:

Purchasing Agent (check one):

- ☐ Department will provide recommended items from department inventory or ordered by the department within 30 days.
- ☐ Department would like to request assistance from Risk Management in placing the order. Request will be reviewed for approval and may be charged back to the department at the appropriate time.

WC (Ergo) Coordinator Signature

Date

Ergonomist Signature

Date

A copy of this ergonomic evaluation report will be sent to the Monterey County's Ergo Desk, the department Ergo/WC Coordinator and WC adjuster (if applicable). Report may be shared with confidential personal for actions regarding the report.

TAXABLE YEAR

CALIFORNIA FORM

2021 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

Payee Information

Name

Deidre Rogers-Smallman - DBA Ergovera

☒ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

564-19-9260

Address (apt./ste., room, PO box, or PMB no.)

PO Box 1000

City (If you have a foreign address, see instructions.)

Felton

State ZIP code
Ca 95018**Exemption Reason**

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☒ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Deidre Rogers-Smallman - DBA Ergovera, ownerTelephone (831) 335-8448

Payee's signature ▶

Deidre Rogers-SmallmanDate 10/18/2021

7061213

Form 590 2020

COUNTY OF MONTEREY – VENDOR DATA RECORD (Rev 6-9-17)																																																		
Section 1	Requirement to Complete Vendor Data Record A completed Vendor Data Record (VDR) is required for payments to all vendors and will be kept on file at the County. Please return the fully completed VDR form and any other necessary documents for vendor setups/updates to the County of Monterey – Contracts/Purchasing at the address listed in this section. (For more information on Vendor Registration Process, visit http://www.co.monterey.ca.us/admin/vendorinfo.htm)																																																	
Section 2	Enter the payee's legal business name as shown on your income tax return . Individuals/Sole proprietorships must also include the owner's full name as shown on your income tax return . The "Ordering" address should be the address at which the payee chooses to receive correspondence and orders. Do not enter payment address or lock box information here. The "Payment" address should be the address the payee chooses to receive payment. If there are multiple Payment addresses, please list them and send it together with the completed Vendor Data Record (VDR) form.																																																	
Section 3	Check ONE box that corresponds to the payee entity type. (For more information on account types and TIN info, visit www.irs.gov) What Name and Number to Give the Requester <table border="1"> <thead> <tr> <th colspan="2">For this type of Account</th> <th>Give name and SSN of:</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Individual</td> <td>The individual</td> </tr> <tr> <td>2</td> <td>Two or more individuals (joint account)</td> <td>The actual owner of the account or if combined funds, the first individual on the account</td> </tr> <tr> <td>3</td> <td>Custodian account of a minor</td> <td>The minor</td> </tr> <tr> <td>4</td> <td>a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law</td> <td>The grantor-trustee The actual owner</td> </tr> <tr> <td>5</td> <td>Sole proprietorship or disregarded entity owned by an individual</td> <td>The owner</td> </tr> <tr> <td>6</td> <td>Grantor trust filing under Optional Form 1099 filing Method</td> <td>The grantor</td> </tr> <tr> <th colspan="2">For this type of Account</th> <th>Give name and EIN of:</th> </tr> <tr> <td>7</td> <td>Disregarded entity not owned by an individual</td> <td>The owner</td> </tr> <tr> <td>8</td> <td>A valid trust, estate, or pension trust</td> <td>Legal entity</td> </tr> <tr> <td>9</td> <td>Corporation or LLC electing corporate status on Form 8832 or Form 2553</td> <td>The corporation</td> </tr> <tr> <td>10</td> <td>Association, club, religious, charitable, educational, or other tax-exempt organization</td> <td>The organization</td> </tr> <tr> <td>11</td> <td>Partnership or multi-member LLC</td> <td>The partnership</td> </tr> <tr> <td>12</td> <td>A broker or registered nominee</td> <td>The broker or nominee</td> </tr> <tr> <td>13</td> <td>Account with the Dept of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</td> <td>The public entity</td> </tr> <tr> <td>14</td> <td>Grantor trust filing under the Form 1041 filing Method or the Optional Form 1099 filing Method 2</td> <td>The trust</td> </tr> </tbody> </table>		For this type of Account		Give name and SSN of:	1	Individual	The individual	2	Two or more individuals (joint account)	The actual owner of the account or if combined funds, the first individual on the account	3	Custodian account of a minor	The minor	4	a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner	5	Sole proprietorship or disregarded entity owned by an individual	The owner	6	Grantor trust filing under Optional Form 1099 filing Method	The grantor	For this type of Account		Give name and EIN of:	7	Disregarded entity not owned by an individual	The owner	8	A valid trust, estate, or pension trust	Legal entity	9	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation	10	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization	11	Partnership or multi-member LLC	The partnership	12	A broker or registered nominee	The broker or nominee	13	Account with the Dept of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity	14	Grantor trust filing under the Form 1041 filing Method or the Optional Form 1099 filing Method 2	The trust
For this type of Account		Give name and SSN of:																																																
1	Individual	The individual																																																
2	Two or more individuals (joint account)	The actual owner of the account or if combined funds, the first individual on the account																																																
3	Custodian account of a minor	The minor																																																
4	a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner																																																
5	Sole proprietorship or disregarded entity owned by an individual	The owner																																																
6	Grantor trust filing under Optional Form 1099 filing Method	The grantor																																																
For this type of Account		Give name and EIN of:																																																
7	Disregarded entity not owned by an individual	The owner																																																
8	A valid trust, estate, or pension trust	Legal entity																																																
9	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation																																																
10	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization																																																
11	Partnership or multi-member LLC	The partnership																																																
12	A broker or registered nominee	The broker or nominee																																																
13	Account with the Dept of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity																																																
14	Grantor trust filing under the Form 1041 filing Method or the Optional Form 1099 filing Method 2	The trust																																																
Section 4	Check ALL boxes that are applicable to the category of payment. Indicate if you are a former employee of the County of Monterey. Green Business Certification within the Tri-County area (Monterey, Santa Cruz and San Benito Counties) is administered through the Monterey Bay Area Green Business Program (www.montereybaygreenbusiness.org). Vendors from outside the Tri-County area are encouraged to seek similar certification from a local authority within their jurisdiction, and if a similar green business type of certification has been issued, vendors should check the "Yes" box. Green Business Certification may be used as one of the selection factors when awarding contracts from solicitations issued by the County of Monterey, therefore vendors should inform the County of this certification.																																																	
Section 5	ARE YOU A CALIFORNIA RESIDENT OR NONRESIDENT? A corporation will be defined as a CA Resident if it has a permanent place of business in California or is qualified through the Secretary of State to conduct business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at the time of death. A trust is considered a resident if at least one trustee is a California resident. For individuals and sole proprietors , the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non resident. Payments to all non-resident vendors may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. Due to resource limitations, the County of Monterey will withhold 7% of their total payments even when the following conditions apply: 1) The total payments to the vendor are \$1,500 or less for the calendar year; and 2) The vendor is providing a combination of goods and services; and 3) The vendor is performing services for the County of Monterey both inside and outside of California. If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form and submit to the County of Monterey. For information on Nonresident withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 or Outside the United States: 1-916-845-4900 For hearing impaired with TDD, call: 1-800-822-6268 or E-mail Address: wscs_gen@ftb.ca.gov or visit FTB's Website: www.ftb.ca.gov																																																	
Section 6	Provide the name, title, signature and telephone number of the beneficial owner of the payment requested or authorized agent of beneficial owner. Provide the date the form was completed.																																																	
Privacy Statement Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. The County of Monterey requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their Taxpayer Identification Number (TIN) as required by Revenue and Taxation Code Section 18646, to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by Internal Revenue Code Section 6109(a). It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact County of Monterey, Contracts/Purchasing at the address listed in Section 1 of this form.																																																		



HEALTHCARE PROVIDERS GENERAL LIABILITY COVERAGE PART

OCCURRENCE

THIS IS AN OCCURRENCE COVERAGE PART AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM WHICH IS THE RESULT OF INJURY OR DAMAGE THAT OCCURRED ON OR AFTER THE EFFECTIVE DATE OF COVERAGE, AND BEFORE THE EXPIRATION OF THE POLICY PERIOD STATED ON THE CERTIFICATE OF INSURANCE. CLAIM EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY.

I. COVERAGE AGREEMENT

A. GENERAL LIABILITY

Subject to paragraph B below, we will pay all amounts, up to the General Liability limit of liability stated on the **certificate of insurance**, which **you** become legally obligated to pay, including **host liquor liability** and **products liability**, as a result of **injury** or **damage** to which this coverage part applies. We will also pay **claim expenses**. The **injury** or **damage** must be caused by an **occurrence** that happens anywhere in the world, including the **workplace** during the **policy period**.

B. FIRE & WATER LEGAL LIABILITY

With respect to the **named insured's** legal liability for **damage** to property in which the **named insured** does not have a financial interest or own, caused by:

1. fire;
2. discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
3. rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators;

we will pay up to \$250,000 provided that the **named insured** does not assume liability under a contract or agreement greater than is imposed by law. The **damage** must be caused by an **occurrence** that happens anywhere in the world, including the **workplace**, during the **policy period**.

C. PERSONAL LIABILITY

Where the **named insured** is a natural person, we will pay all amounts, up to the Personal Liability limit of liability stated on the **certificate of insurance**, that the **named insured** becomes legally obligated to pay for **injury** or **damage** as a result of a **personal liability claim**. The **injury** or **damage** must be caused by an **occurrence** that happens at **named insured's residence** and arises out of **named insured's** non-business activities. This coverage shall not apply to **damage** to property the **named insured** owns, rents, occupies or uses, or which is in the **named insured's** care, custody or control.

Coverage for **personal liability claims** will only apply if the **named insured** is a natural person with no **employees**.

II. DEFENSE AND SETTLEMENT

We have the right and duty to defend any **claim**. We will:

- A. do this even if any of the charges of the **claim** are groundless, false or fraudulent;
- B. investigate and settle any **claim** as we feel appropriate.

Our payment of the limit of liability ends our duty to defend or settle. We have no duty to defend any **claims** not covered by this Coverage Part.

III. ADDITIONAL DEFINITIONS

For purposes of this coverage part only, words in bold have the meaning set forth below:

“Host Liquor Liability” means **injury** or **damage** arising out of the giving or serving of alcoholic beverages at functions incidental to **your** business providing:

1. **you** are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages; or
2. there has not been an intentional violation of any statute, regulation or ordinance relating to the sale, gift, distribution or use of alcoholic beverages, committed by **you**, or at **your** direction.

“Injury” means bodily **injury**, sickness, disease, mental or emotional distress sustained by a person, or death.

“Insured Contract” means:

1. a lease of **business premises**;
2. a sidetrack agreement;
3. an easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to the **named insured’s** business, including an indemnification of a municipality in connection with work performed for a municipality, under which the **named insured** assumes the tort liability of another party to pay for **injury** or **damage** to a third party if the contract or agreement is made prior to the **injury** or **damage**.

“Insured Contract” does not mean that part of any contract or agreement:

1. that indemnifies any entity for **injury** or **damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
2. that indemnifies an architect, engineer or surveyor for **injury** or **damage** arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the **injury** or **damage**; or
3. that indemnifies any entity for **damage** by fire to **business premises** rented or loaned to the **named insured**.

“Occurrence” means an accident, including continuous or repeated exposure to conditions, which results in **injury** or **damage**.

“Personal liability claim” means a **claim** arising out of **injury** or **damage** to a third party that happens at the **named insured’s** personal **residence** and arises out of non-business activity.

“Product” means:

1. any healthcare goods or items manufactured or modified by:
 - a. the **named insured**; or
 - b. others trading under the **named insured’s** name; or
 - c. an entity whose business or assets the **named insured** has acquired; or
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such healthcare goods or items.

“Product” does not include real property, or any goods and items that the **named insured** sells.

“Products Liability” means **injury** or **damage** caused by a **product**.

“You” or **“Your”** means the **named insured** and, if the **named insured** is not a natural person:

1. any individual who, during the **policy period**, is or becomes a partner, officer, director, stockholder-**employee**, manager, member or **employee** of the **named insured**, but only while acting within the scope of their employment by the **named insured**; or
2. any individual who, during the **policy period**, is or becomes a substitute health care provider, other than a physician, dentist, nurse anesthetist, nurse mid-wife, chiropractor, self-employed perfusionist, or podiatrist, that the **named insured** contracts with, but only while acting within the scope of their employment by the **named insured**; or
3. any individual previously affiliated with the **named insured** as its partner, officer, director, stockholder-**employee**, manager, member or **employee** but only while acting within the scope of their employment by the **named insured**, during the course of such employment.

IV. EXCLUSIONS

We will not defend any **claim** for, or pay any amounts, including **claim expenses**, based on, arising out of, or related to:

A. **injury** to:

1. an **employee** of the **named insured** arising out of and in the course of employment by the **named insured**; or
2. a **family member** of that **employee** as a consequence of 1 above; or
3. the **named insured’s family member**.

This exclusion applies:

1. whether the **named insured** may be liable as an employer or in any other capacity; and
2. to any obligation to share amounts with or repay someone else who must pay amounts because of the **injury** or **damage**;

B. amounts which the **named insured** or any party must pay under any unemployment or workers’ compensation, disability benefits, or other similar law;

C. **injury** or **damage** resulting from any **professional services**, **placement services** or **personal injury**;

D. any liability the **named insured** assumes under any contract or agreement, other than an **insured contract**. This exclusion does not apply to:

1. liability the **named insured** assumes under a contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to **your** alleged negligence; or
2. a warranty of fitness or quality of any therapeutic agents or supplies the **named insured** has furnished or supplied in connection with treatment **you** have performed;

E. any liability **you** have for a business or profession, including **consulting services**, other than that named on the **certificate of insurance**;

F. **injury** or **damage** resulting from an **occurrence** which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against **you** seeking amounts that would be covered if this exclusion did not apply. In such case, we will pay only **claim expenses** related to such defense;

G. **injury** or **damage** for which **you** may be held liable as a result of:

1. causing or contributing to the alcoholic beverage intoxication of any person; or

2. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

This exclusion does not apply to **host liquor liability**;

- H. **injury** or **damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **you** owning, using, taking care of, operating, leasing or renting, loading or unloading of patients or property from, transporting patients in, or entrusting to others an **auto**, mobile equipment, watercraft or aircraft, including an **auto**, mobile equipment, watercraft or aircraft which is loaned to the **named insured** or which is operated for the **named insured** by it's **employee**, including an **employee-owned auto**;
- I. loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause;
- J. the return or withdrawal of fees or government payments imposed directly upon **you**; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied portion of any multiplied award, imposed by law;
- K. **injury** or **damage** **you** expected or intended, or which a reasonable person would have expected. This exclusion does not apply to **injury** or **damage** resulting from the use of reasonable force to protect persons or property;
- L. any **claim** arising out of actual or alleged involvement in any:
 1. federal or state anti-trust law violation; or
 2. agreement or conspiracy to restrain trade;
- M. any loss, cost or expense:
 1. which would not have happened, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or
 2. arising out of any:
 - a. **claim** or suit by or on behalf of a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or
 - b. request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
- N. any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to **asbestos**; or that may be awarded or incurred:
 1. by reason of a **claim** or suit relating to **asbestos**; or
 2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of **asbestos**;
- O. **damage** to property **you** own, rent or occupy, hold for sale, or which has been given to **you** for storage or safekeeping except to the extent coverage would apply under Section I, paragraph B, Fire & Water legal liability;
- P. loss of use of tangible property which has not been physically damaged if:
 1. a delay in or lack of performance has been caused by or on **your** behalf under any contract or agreement; or
 2. **products** or work completed on the **named insured's** behalf do not meet the standards the **named insured** has warranted or represented;

We will cover loss of use of tangible property if:

1. the loss results from a sudden and accidental physical **damage** to or destruction of **products** or work completed by or on the **named insured's** behalf; and
2. **products** or work has been put to use by a person or organization other than the **named insured**;

- Q. **damage** to property while on the **business premises** to have operations performed on the property by or on the **named insured's** behalf;
- R. **damage** to tools or equipment while being used to perform operations;
- S. **damage** to property in **your** custody which **you** are to install, erect or use in any construction;
- T. **damage** to any property away from the **business premises**:
 - 1. upon which **you** or someone on **your** behalf is performing operations at the time the **damage** occurs; or
 - 2. which must be restored, repaired or replaced because of faulty workmanship by or on **your** behalf;
- U. **injury** or **damage** on leased **business premises**:
 - 1. after the **named insured** ceases to be a tenant of the leased **business premises**; or
 - 2. for structural alterations, new construction or demolition operations performed by or for the owner of the **business premises**.
- V. any act of sexual intimacy, sexual molestation or sexual **assault**. We shall provide **you** with a defense of such **claim** unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against **you**;
- W. any direct or consequential **injury** or **damage** arising out of any:
 - 1. refusal to employ; or
 - 2. termination of employment; or
 - 3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, act or omissions;
- X. by or on behalf of **you** against any other of **you**.

V. LIMIT OF LIABILITY

A. Each **Occurrence**

The limit of liability stated on the **certificate of insurance** for each **occurrence**, is the limit of our liability for all **injury** or **damage** arising out of, or in connection with the same **occurrence**. This limit applies regardless of the number of persons or organizations who are covered under this policy.

B. Aggregate

Subject to provision A. above, the total limit of our liability for all **injury** and **damage** shall not exceed the limit of liability stated on the **certificate of insurance** as aggregate. The aggregate limit of liability applies to each **policy period** for all **occurrences** for which **claims** are made.

C. **Claim expenses** are in addition to the limit of liability.

VI. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE OR CLAIM

The **named insured** must notify us, or our program administrator, in writing, as soon as practicable, of an **occurrence**, an offense which may result in a **claim**, or a **claim**. To the extent possible, notice should include:

- A. How, when and where the **occurrence**, offense or **claim** took place;
- B. The names and addresses of any injured persons or witnesses; and
- C. The nature and location of any **injury** or **damage** arising out of the **occurrence**, offense or **claim**.

**Certificate of Insurance**
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 9/17/2021

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0152349630	From: 11/15/21 to 11/15/22 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
Deidre Rogers 34 Grandview Ave Felton, CA 95018-9739				Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-247-1500 www.nso.com
Medical Specialty:			Code:	Insurance Provided by:
Registered Nurse			80964	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability	\$ 1,000,000	each claim	\$ 6,000,000	aggregate
-------------------------------	---------------------	-------------------	---------------------	------------------

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

General Liability

General Liability	\$1,000,000	each claim / \$1,000,000	aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000		
Personal Liability	\$1,000,000	aggregate	aggregate sublimit

Total \$ 281.00

Base Premium \$281.00

Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Medical Speciality is amended to include Consulting Services (GSL-5587)

Chairman of the Board
Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:**Endorsement Date:****Master Policy: 188711433**

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121501-C1 (07-01)	Occurrence Policy Form - California
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04 (07-01)	California Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA89026 (05-17)	Media Expense Coverage
G-121504-C (07-01)	General Liability Form
G-123827-B (07-01)	Additional Insured General Liability
G-123828-B (07-01)	Certificate Holder
GSL-5587 (11-05)	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Deidre Rogers

Master Policy #: 188711433

Policy #: 0152349630



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2021

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



Laureen Yungmeyer, ChFC RICP License 0B10216
230-F Mt Hermon Road
Scotts Valley CA 95066

CONTACT NAME: Laureen Yungmeyer

PHONE (A/C, No, Ext): 831-423-4700

FAX (A/C, No): 831-426-0524

E-MAIL ADDRESS: laureen@laureenyungmeyer.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : State Farm Mutual Automobile Insurance Company

25178

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Deidre Rogers
3400 Grandview Avenue
Felton CA 95018

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	449 8578-D07-05	10/07/2021	04/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

CERTIFICATE HOLDER

County of Monterey
Contracts/Purchasing Dept
168 West Alisal St., 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

PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT

Agreement to Provide Notice of Cancellation

In consideration of the premium paid, it is agreed that if the policy to which this endorsement is attached is cancelled before the expiration date, we will endeavor to mail notice to the person or entity named below. However, failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Person or Entity Name and Address: County of Monterey, it's officers, agents and employees
168 West Alisal St., 3rd Fl
Salinas, CA 93901

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.
01	152349630

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	ENDORSEMENT EFFECTIVE DATE
Deidre Rogers	11/15/2021

HEALTHCARE PROVIDERS GENERAL LIABILITY COVERAGE PART ENDORSEMENT

Additional Insured – General Liability

In consideration of the premium paid, and subject to the General Liability limit of liability shown on the **certificate of insurance**, it is agreed that the **GENERAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the “additional insured”) is an insured under this Coverage Part but only as respects its liability arising out of **named insured’s** operations, or premises owned by or rented by the **named insured** and solely to the extent that:

1. a **general liability claim** is made against the **named insured** and the additional insured; and
2. in any ensuing litigation arising out of such **claim**, the **named insured** and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for an **occurrence** that is the direct liability of the additional insured.

Additional Insured: County of Monterey, its officers, agents and employees

168 West Alisal St., 3rd FL

Salinas, CA 93901

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy <u>Or Is Not to be Effective with the Policy</u>	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
01	152349630	Deidre Rogers	11/15/2021