

**VENTURA COUNTY SCHOOLS SELF-FUNDING  
AUTHORITY**

**REQUEST FOR PROPOSALS FOR ERGONOMIC  
SERVICES**

Ventura County Schools Self-Funding Authority  
5189 Verdugo Way  
Camarillo, CA 93012  
805-383-1969

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## Vendors Registration Form

Attn: Veronica Madrigal

Email: vmadrigal@vcoe.org

All bidders should return this form.

Bidders returning this form will receive updates to the RFP via email.

This RFP is available online. If you downloaded this RFP without receiving an invitation, you are required to email the following information to the email address above so that you may be added to the Vendors list to receive addendums to this proposal. Email back this sheet only.

Name	
Title	
Organization	
Street Address	
City	
State	
Zip Code	
Phone	
Fax	
Email	

## **Notice to Vendors**

Notice is hereby given that the Ventura County Schools Self-Funding Authority will receive proposals for this RFP.

A pre-bid conference will be held on August 24<sup>th</sup> at 8:30 – 10:30 a.m., in the Simi Room, Ventura County Office of Education, 5189 Verdugo Way, Camarillo, CA 93012. Bidder attendance is recommended, but not mandatory, for discussion of the RFP and bidder questions.

Proposals must be received prior to 10:01 AM on 8/31/15 in the Ventura County Schools Self-Funding Authority office at 5189 Verdugo Way Camarillo, CA 93012.

Proposals received later than the designated time will not be accepted. Faxed copies will not be accepted.

Each firm submitting a proposal must submit a signed original proposal plus eight (8) copies of the proposal. An electronic copy must be provided in an electronic USB flash drive.

Copies of the RFP may be obtained from the Ventura County Self-Funding Authority office at 5189 Verdugo Way Camarillo, CA 93012. Refer any questions to Veronica Madrigal at [vmadrigal@vcoe.org](mailto:vmadrigal@vcoe.org).

## **Introduction**

The Ventura County Schools Self-Funding Authority (VCSSFA) is looking for one (1) or two (2) provider(s) of ergonomic services as described more fully in the Service Specifications section of this RFP. The successful bidder(s) will provide services for a three (3) year period with two (2) one (1) year options. The contract will not, however, automatically renew; the VCSSFA must elect to exercise the additional one year options. Fees shown in proposals must be guaranteed for a minimum of three (3) years from date of award.

This request does not commit the VCSSFA to pay for any costs incurred in the submission of the proposal. Oral communications of VCSSFA employees or consultants concerning this proposal shall not be binding on VCSSFA.

Each proposal must contain a statement indicating the name of the vendor's prime point of contact.

VCSSFA reserves the right to accept or reject any or all proposals. All responses become the property of the VCSSFA.

## Vendors Checklist

Submit this Vendors checklist with your proposal.

### Required

1. Vendors Checklist
2. Prime Point of Contact Sheet
3. Proposal Qualification Signature Form
4. Non Collusion Declaration
5. Response to Questionnaire and Technical Service Specifications

### If Applicable

1. Addenda – signature page of all Addenda issued

### **Submitted By**

Company Name	
Contact Person	
Address	
Telephone	
Email	

**Prime Point of Contact**

Company Name	
Contact Person	
Address	
Telephone	
Email	

**Qualifications Signature Form to be Executed and Submitted with Response**

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made are true and correct.

Signature	
Print Name	
Name of Company	
Address	

The receipt of the following addenda to the specifications is acknowledged:

Addenda No.            Date \_\_\_\_\_

Addenda No.            Date \_\_\_\_\_

Addenda No.            Date \_\_\_\_\_



**Noncollusion Declaration to the Executed and Submitted with Proposal**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the Vendor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other vendors, or with any official of VCSSFA or any employee thereof, or any person, firm or corporation under contract with VCSSFA whereby the Vendor, in order to induce the acceptance of the foregoing bid by VCSSFA, has paid or is to pay to any other vendor or to any of the aforementioned persons anything of value whatsoever, and that the Vendor has not, directly or indirectly entered into any arrangement or agreement with any other vendor or vendors which tends to or does lessen or destroy free competition in the letting of the award sought for by the foregoing bid.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## **General Terms and Conditions**

### **I. BACKGROUND TO REQUEST FOR PROPOSALS**

The Ventura County Schools Self-Funding Authority (VCSSFA) was established for the sole purpose of providing to its member school districts services and other programs necessary and appropriate for the establishment, operation, and maintenance of self-funded insurance programs to include, but not limited to, Workers' Compensation, General Liability, Auto Liability, Public Officials' Errors and Omissions, Property, Boiler & Machinery, Fiduciary Liability, and Risk Management and Safety Services relating to the aforementioned areas.

The VCSSFA deals with liability and property issues that would otherwise confound and potentially do irreparable harm to districts. The VCSSFA has a statewide reputation for excellence and ethical practices.

Membership in the VCSSFA is voluntary and is limited to public school districts, community college districts and ancillary administrative bodies within the boundaries of Ventura County. VCSSFA is proud to serve the following Members for Workers Compensation Services:

- Briggs Elementary
- Fillmore Unified School District
- Hueneme Elementary School District
- Mesa Union Elementary School District
- Moorpark Unified School District
- Mupu Elementary School District
- Oak Park Unified School District
- Ocean View Elementary School District
- Ojai Unified School District
- Oxnard Elementary School District
- Oxnard Union High School District
- Pleasant Valley Elementary School District
- Rio Elementary School District
- Santa Clara Elementary School District
- Santa Paula Unified School District
- Somis Union Elementary School District
- Ventura County Office of Education
- Ventura Unified School District

### **II. MINIMUM QUALIFICATIONS**

A. The firm must have at least 5 years of experience providing ergonomic services.

B. The lead member of the team assigned must have at least three years of ergonomics experience.

C. The firm must carry errors and omission insurance coverage with policy limits of at least one million dollars.

D. The firm must confirm in writing in its response that it satisfies these minimum qualifications.

### **III. SCOPE OF REQUIRED ERGONOMIC SERVICES**

#### **A. General Duties**

1. Provide individual jobsite evaluations and training, follow up evaluations, and group training.
2. Provide reports and other material to VCSSFA on a timely basis.
3. Insure adequate staffing to perform the services required by VCSSFA.
4. Notify the VCSSFA immediately of any changes in personnel assigned to this account.
5. Submit to performance evaluations.
6. Provide surveys to District employees to assist VCSSFA in evaluation of client satisfaction and outcomes.

#### **B. Specific Ergonomic Services**

Refer to Technical Service Specifications, beginning on page 14.

### **IV. QUESTIONNAIRE**

Please answer all of the following questions completely and succinctly. All questions must be answered completely or your proposal will be deemed unresponsive and not reviewed by the selection committee.

1. State the name, email address, mailing address, title, firm name, telephone number, of the contact person for your firm for this RFP.
2. What is the ownership structure of your firm? Are any ownership changes planned? Describe any ownership changes that have occurred in the last three years.
3. Identify the policy limits and deductible of your errors and omissions insurance policy. Identify the limits of your fidelity bond. List any other relevant insurance coverage your firm maintains.
4. Describe the team you propose for this account. Identify the lead person. Provide resumes for all team members.
5. Identify all of the California public agencies for which you provide ergonomic services. Identify any California public agencies for which you have ceased providing services in the last three years and explain why.
6. Describe your firm's experience within Ventura County.
7. Provide references, including name, email address, telephone number, mailing address, for three clients, preferably public agency clients.
8. Describe any conflicts of interest your firm may have in providing services for this account.

9. Has your firm been involved in any litigation or regulatory proceedings with respect to your provision of ergonomic services? If so, explain why. Have you tendered to your E&O insurer any claim for negligence or improper conduct with respect to your provision ergonomic services? If so, explain why.
10. Is your firm able to provide all of the services listed in section III of this RFP?
11. Does your firm take any exceptions to the contract terms set forth in in this RFP?
12. Does your firm meet all of the minimum qualifications set forth in section II?

## **V. FEE PROPOSAL**

1. Provide a fee schedule for individual jobsite evaluations and training, follow up evaluations, and group training. No charges will be allowed for travel or report writing. Please use the table provided in the Technical Service Specifications section of this RFP.
2. Specify any services that your firm seeks to provide VCSSFA that are not included in subsection B of section III of this RFP. Specify your fees for those services.

## **VI. CONTRACT TERMS**

1. The contract with the VCSSFA for services under this contract will include the provisions of the VCSSFA form vendor contract (a copy of which is attached as Appendix B)
2. All terms contained in this RFP and your firm's proposal will be incorporated to the contract.

## **VII. RFP PROCESS**

1. All fee proposals shall remain in effect for 120 days from the submission of the response.
2. Questions about this RFP shall be emailed to Veronica Madrigal at vmadrigal@vcoe.org on or before the end of the day on 8/7/15. Responses shall be emailed out to all parties registered as bidders.
3. Responses are subject to the Public Records Act. In the event a request for your response is made, VCSSFA shall notify you of the request. If you do not seek and obtain a judicial order against disclosure within ten days of notice to you, the VCSSFA shall turn over your response to the requester.

## **VIII. EVALUATION AND AWARD**

The method used for evaluating proposals will be a three (3) step process:

1. The selection committee will review submitted qualifications and use the Forced Ranking method to rank vendors. The committee members will rank the highest qualified as #1, the second best as #2 and so on. The vendors with the lowest average score will be the highest ranked vendors. Only the highest ranked vendors will be selected to move to step 2.
2. Vendors may be required to present their qualifications in person to the committee. During this time the committee will use the Forced Ranking method to rank vendors.
3. After completing the step two (2) VCSSFA reserves the right to open negotiations with the highest qualified respondents. VCSSFA may approve one or more qualified respondents. In some cases lower qualified respondents may not be approved depending on the anticipated needs of VCSSFA.

**Technical Service Specifications**

1. Please complete the following fee table with your proposed rate for the following services.

In the column titled “Individual Name and Title”, please provide the name and title of the individual(s) expected to provide the services for each Service Area. If more than one individual from your firm is expected provide the service, please provide the name and title of each individual. List backup personnel if applicable. Additional information about the individuals listed should be included in your response to Question 4 in Section IV, Questionnaire.

In the column titled “% of Services Provided”, please provide the percentage of the services, for each Service Area, that an individual is expected to provide.

In the column entitled “Rate”, please provide a dollar figure for each Service Area.

Do not modify the “Service Description” text.

An example is provided for your reference on Page 16.

**Technical Service Specifications Table 1.**

<b>Service Area</b>	<b>Service Description</b>	<b>Individual Name and Title</b>	<b>% of Services Provided</b>	<b>Rate</b>
Individual jobsite evaluations and training	Jobsite assessment to evaluate the worker’s biomechanical positioning and movement, assess jobsite risks related to RMIs and CTDs, and establish corrective recommendations. Immediate workstation changes will be made if possible. The worker will be provided appropriate handouts and reminders. These evaluations can be performed either pre- or post-injury. Training of individuals will be considered equivalent to individual jobsite evaluations. An employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts will be given to the employee			
Follow Up Evaluations	A return visit with an employee to perform tasks such as: review of ergonomic equipment use, review preventative techniques already discussed, and/or reinforce and verify suggested changes have been performed. Any repeat evaluation or individual training session to an employee or department within two (2) years at the same work location will be considered a follow-up evaluation.			
Group Training	A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs. Instructor to trainee ratios in group training sessions will be maintained at a ratio of no more than one (1) instructor to 10 trainees, rounded to the nearest 10 trainees.			

*EXAMPLE RESPONSE TO SERVICE SPECIFICATIONS TABLE 1*

<b><i>Service Area</i></b>	<b><i>Service Description</i></b>	<b><i>Individual Name and Title</i></b>	<b><i>% of Services Provided</i></b>	<b><i>Rate</i></b>
<i>Example 1</i>	<i>Example of Service Area where services are provided by different individuals.</i>	<i>John Doe, Senior Therapist</i>  <i>Jane Doe, Worksite Consultant</i>	<i>50%</i>  <i>50%</i>	<i>\$100</i>
<i>Example 2</i>	<i>Example of Service Area where services are provided by one individual.</i>	<i>John Doe, Senior Therapist</i>	<i>100%</i>	<i>\$100</i>
<i>Example 3</i>	<i>Example of Service Area where services are provided by one individual.</i>	<i>Jane Doe, Senior Therapist</i>	<i>100%</i>	<i>\$100</i>



2. Please provide the following sample reports:

<b>Report Title</b>	<b>Report Description</b>	<b>VCSSFA Sample:</b>
Evaluation Report	Written report organized in a structure that clearly connected each finding, recommendation, and follow up action.	See Sample VCSSFA Evaluation Report, encl.

Note that the sample reports provided by your firm may improve upon the VCSSFA samples provided. The VCSSFA samples are provided for explanatory purposes only, and should be considered the minimum standard for effective reporting.

# SAMPLE VCSSFA EVALUATION REPORT

Date of Evaluation

Evaluator  
Title

Employee Name  
Job title  
Department  
Site  
District

[picture(s) if needed]

## **Introduction:**

(General description of the employee, workplace, and work tasks. Include measurements if needed.)

[picture(s) if needed]

## **Observations**

1. Observation 1
  2. Observation 2
  3. Observation 3
  4. Observation 4
  5. Observation 5
  6. Observation 6
- Etc.

[picture if needed]

## **Discussion:**

1. Risks associated with observation 1
  2. Risks associated with observation 2
  3. Risks associated with observation 3
  4. Risks associated with observation 4
  5. Risks associated with observation 5
  6. Risks associated with observation 6
- Etc.

## **Action Taken:**

1. Description of action taken for observation 1 (if needed)
  2. Description of action taken for observation 2 (if needed)
  3. Description of action taken for observation 3 (if needed)
  4. Description of action taken for observation 4 (if needed)
  5. Description of action taken for observation 5 (if needed)
  6. Description of action taken for observation 6 (if needed)
- Etc.

## **Other Recommendations:**

1. Recommendation for observation 1 (if needed)
  2. Recommendation for observation 2 (if needed)
  3. Recommendation for observation 3 (if needed)
  4. Recommendation for observation 4 (if needed)
  5. Recommendation for observation 5 (if needed)
  6. Recommendation for observation 6 (if needed)
- Etc.

## **Appendix A**

### **PERFORMANCE STANDARDS AND EVALUATION CRITERIA**

Two key Service Areas of ergonomic services will be evaluated by VCSSFA during the term of the selected vendor(s) performance: 1) Reporting, and 2) Account Management.

The results of the review will be provided in writing to the ergonomics services vendor in order to inform the vendor of any improvement needs. The review criteria are provided on the following page.

## The Review Process

The VCSSFA Ergonomics Loss Management Committee, with input from the VCSSFA Board, will review each of the Service Areas annually. The reviewer will complete the following review form. All scoring will be assigned in the sole discretion of the VCSSFA. If a group rather than an individual performs the review, the score will be averaged using the arithmetic mean among members of the group.

	Did Not Meet Minimum Standards	2	3	4	Exceeded Minimum Standards
<b>Reporting</b>					
A. <i>Were the written reports organized in a structure that provided clear recommendations and clearly connected each finding, recommendation, and follow up action? [for example, using consistent numbering in each section of the report to connect each finding, recommendation, and follow up action]</i>	1	2	3	4	5
B. <i>Were reports provided in a timely manner, without necessitating multiple follow up requests from District or VCSSFA staff?</i>	1	2	3	4	5
C. <i>Were analysis and control of hazards based on physiology, engineering, and science? [for example, were push forces measured and compared with published standards?]</i>	1	2	3	4	5
D. <i>Did the content of the written reports contain extraneous information? [for example, ergonomic reporting should not include clinical recommendations such as “ice and rest” or references to student behavior]</i>	1	2	3	4	5
Reporting Service Area Average Score:					
<b>Account Management</b>	1	2	3	4	5
E. <i>Were vendor personnel available as needed and flexibility in scheduling?</i>	1	2	3	4	5
F. <i>Were interactions of vendor personnel with VCSSFA staff and District employees positive?</i>	1	2	3	4	5
G. <i>Was follow up provided upon request from vendor personnel? [8 business hours is ideal, 16 business hours is acceptable, 24 business hours is below standard]</i>					
H. <i>Was the vendor willing to meet with Districts and/or VCSSFA to discuss client needs?</i>	1	2	3	4	5
I. <i>Did the vendor implement service changes requested by the Districts and/or VCSSFA?</i>	1	2	3	4	5
Account Management Service Area Average Score:					
Total Average Score (Reporting + Account Management):					



**Appendix B**

**SERVICES AGREEMENT**

**ERGONOMICS LOSS CONTROL PROGRAM  
SERVICES AGREEMENT**

This Services Agreement (the “Agreement”) is made and entered into this \_\_ day of \_\_, 20\_\_ by and between Ventura County Schools Self-Funding Authority (hereinafter referred to as “VCSSFA”) and \_\_\_\_\_, (hereinafter referred to as “Provider.”)

**PROVIDER.**

_____ Provider	_____ Telephone Number
_____ Street Address	_____ Fax Number
_____ City, State, Zip code	_____ E-mail Address
_____ Tax Identification or Social Security Number	_____ License Number (if applicable)

- A. VCSSFA desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until VCSSFA returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with VCSSFA, and not as a partner, coventurer, agent, or employee of VCSSFA, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of VCSSFA or to bind the VCSSFA in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and VCSSFA, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to VCSSFA employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
  - a. During the term of this agreement Provider may, independent of Provider's relationship with the VCSSFA, without breaching this Agreement or any duty owed to the VCSSFA, act in any capacity, and may render services for any other entity.
  - b. During the term of this Agreement the VCSSFA may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the VCSSFA.
4. **SERVICES.** Provider shall provide VCSSFA with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall set forth the mutually agreed schedule for providing such services. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between VCSSFA and

Provider whereby the VCSSFA can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).

Provider, at Provider’s sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the VCSSFA.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on November 1, 2015, and terminate on June 30, 2018. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference.

Provider shall send VCSSFA periodic statements indicating Provider’s fees and costs incurred and their basis and any current balance owed. If no Provider’s fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the VCSSFA.

All payments due Provider are set forth in “Schedule of Fees” and shall be paid by the VCSSFA within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The VCSSFA reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the VCSSFA’s standards and procedures. In the event that any portion of an invoice submitted by a Provider to the VCSSFA is disputed, the VCSSFA shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between Provider and VCSSFA.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the VCSSFA, which may be withheld by the VCSSFA in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the VCSSFA. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the VCSSFA, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the VCSSFA, become VCSSFA property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.**

All notices permitted or required under this Agreement shall be in writing to the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Overnight commercial courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the VCSSFA and the Provider as follows:

Ventura County Schools Self-Funding Authority  
VCSSFA

\_\_\_\_\_  
Provider

Attn: Elizabeth Atilano

Attn: \_\_\_\_\_

5189A Verdugo Way  
Street

\_\_\_\_\_  
Street

Camarillo, CA 93012  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to VCSSFA that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards.



For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from VCSSFA of same.

11. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

13. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless VCSSFA, its officers, agents, employees, volunteers and/or member districts from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the VCSSFA or any of its member districts, or loss or theft of such Property, done or caused by such persons. VCSSFA assumes no responsibility whatsoever for any property placed on VCSSFA premises or premises of VCSSFA member districts by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the VCSSFA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the VCSSFA or any of its officers, agents, employees, volunteers and/or member districts.

14. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

**Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

- Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Ergonomic Loss Control Services	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- Errors and Omissions Insurance. Provider and any and all subcontractors working for Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

Ergonomic Loss Control Services	\$1,000,000.00
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Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the VCSSFA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the VCSSFA, and at any other time upon the request of the VCSSFA. Certificates of such insurance shall be filed with the VCSSFA on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance coverage shall name the VCSSFA, its employees, and school board members as additional insureds, evidenced by an endorsement to the policy.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the VCSSFA

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the VCSSFA may immediately terminate this Agreement.

15. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that VCSSFA is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of VCSSFA hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

16. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of

Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

17. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding
18. **DOCUMENT RETENTION.** After Provider's services to VCSSFA conclude, Provider shall, upon the VCSSFA's request, deliver all documents for all matter in which Provider has provided services to the VCSSFA, along with any property of the VCSSFA in Provider's possession and/or control. If the VCSSFA does not request VCSSFA document(s) for a particular service, Provider will retain document(s) for a period of five (5) years after the service has ended. If VCSSFA does not request delivery of the document(s) for the service before the end of the five (5) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy the documents without further notice to the VCSSFA. At any point during the five (5) year period, VCSSFA may request delivery of the document(s).  
  
Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the VCSSFA.
19. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
20. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
21. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
22. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

- 23. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
- 24. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 25. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

	<u>Ventura County Schools Self-Funding Authority</u> VCSSFA	_____
		Provider
By:	_____	_____
	Signature	Signature
	<u>Elizabeth Atilano</u>	_____
	Name	Name
	<u>Executive Director</u>	_____
	Title	Title



## STATEMENT OF WORK

### DESCRIPTION OF WORK:

#### Scope of Services:

The goal of the VCSSFA Ergonomic Loss Control Program is to control or reduce repetitive motion injuries (RMI) and cumulative trauma injuries and disorders (CTD) and associated claims and costs. Services of Provider will consist of accepted methods and techniques for prevention of RMIs and CTDs.

Provider will not diagnose, treat, or recommend self-care for any injuries.

#### Services and Programs Offered:

Scheduling of the following services will be initiated by an authorized representative of a VCSSFA member district. Authorized representatives are VCSSFA Board Members, VCSSFA Board Alternates, VCSSFA Risk Management Committee members, or other staff of the district office designated by the VCSSFA Board Member. Provider will work closely with all needed entities, including but not limited to, VCSSFA, authorized representative of its member districts, and additional covered parties, and Third-Party Claim Administrator(s) to obtain work product orders.

- **Individual Jobsite Evaluations and Training:** A jobsite assessment to evaluate the worker's biomechanical positioning and movement, assess jobsite risks related to RMIs and CTDs, and establish corrective recommendations. Immediate workstation changes will be made if possible. The worker will be provided appropriate handouts and reminders. These evaluations can be performed either pre- or post-injury.

Training of individuals will be considered equivalent to individual jobsite evaluations. An employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts will be given to the employee.

- **Follow Up Evaluations:** A return visit with an employee to perform tasks such as: review of ergonomic equipment use, review preventative techniques already discussed, and/or reinforce and verify suggested changes have been performed. Any repeat evaluation or individual training session to an employee or department within two (2) years at the same work location will be considered a follow-up evaluation.
- **Group Training:** A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs.

Instructor to trainee ratios in group training sessions will be maintained at a ratio of no more than one (1) instructor to 10 trainees, rounded to the nearest 10 trainees.

**Tracking of Evaluations and Training:** A monthly log will be provided to the VCSSFA Representative, within the first week following the month services were provided.

**Communication and Reports:** The appropriate VCSSFA Board Member, Risk Manager, or District designee will be contacted to review and authorize corrective recommendations as stated in written reports or summaries, as well as to discuss training needs for their respective employees.

Comprehensive reports will be issued for each jobsite evaluation and individual training session. Reports will be issued in format and content acceptable to the member district and VCSSFA.

A sign-in sheet and summary of training will be issued for each group training session.

Recaps will be issued for each follow-up visit. Individual recaps may be combined into one (1) report.

Monthly summaries to VCSSFA Board Members, Risk Managers or District designees to identify specific projects or progress on various tasks being performed. Reports of all evaluations and follow-up visits and sign-in sheets of group and individual training sessions will be sent to the Client (VCSSFA).

#### **WORK SCHEDULE:**

Services will be provided during the regular business hours of the VCSSFA member school districts, beginning on November 1, 2015 and ending June 30, 2018, unless otherwise modified.

## **SCHEDULE OF FEES**

**FEES:**

- Jobsite Evaluations: \$
- Follow Up Visits: \$
- Group Training Sessions: \$
- Each additional trainer: \$

Proper invoicing is required.

**PAYMENT SCHEDULE:**

Provider shall send VCSSFA periodic statements indicating Provider’s fees and costs incurred and their basis and any current balance owed.

**ADDITIONAL COSTS OF EXPENSES:**

Additional costs will be requested in writing, and a written amendment to this Agreement shall be prepared by the VCSSFA and executed by all of the parties before any additional costs are incurred.