



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

June 29, 2020

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

**SUBJECT: AUTHORIZE AN AMENDMENT TO EXTEND AND INCREASE THE
CONTRACT WITH A POOL OF CONTRACTORS FOR OFFICE
ERGONOMIC EVALUATION SERVICES; MASTER CONTRACT NO.
901398; AMOUNT: \$150,000**

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute an Amendment to the contract (Master Contract No. 901398) to continue providing office ergonomic evaluation services to the Alameda County Administrator's Office - Risk Management Unit, increasing the pooled contract amount from \$1,260,000 to \$ 1,410,000 (\$150,000 increase), and extending the current contract term of 8/2/16 – 7/31/20 by one-year until 7/31/21 with the following vendors:

- A. VSI Risk Management & Ergonomics, Inc. (Principal: Jeanne Iverson; Location: Newark);
Procurement Contract No. 13321; and
- B. Yumi Yasuda dba Workstation Ergonomics (Principal: Yumi Yasuda; Location: Alameda);
Procurement Contract No. 15503.

DISCUSSION/SUMMARY:

On August 2, 2016, your Board approved (File No. 29818; Item No. 78) a three-year contract with VSI Risk Management & Ergonomics, Inc. and Workstation Ergonomics for the term of August 2, 2016 – July 31, 2019 in the amount of \$600,000. On January 23, 2018, your Board approved (File No. 30062; Item No. 18) an amendment to increase the pool contract amount from \$600,000 to \$1,170,000 (\$570,000 increase) with no change in the contract term. On July 9, 2019, your Board approved (File No. 30320, Item No. 40) an amendment to extend the contract term of August 2, 2016 – July 31, 2019 by one year until July 31, 2020 and increase the pool contract amount from \$1,170,000 to \$1,260,000 (\$90,000 increase).

The County Administrator's Office-Risk Management Unit (CAO-RMU) provides preventive ergonomic evaluations for Alameda County employees who are engaged in work functions in an office environment and other work settings. Ergonomic evaluators identify injury risk factors at the employee's primary workstation and develop ergonomic solutions to reduce injuries and the financial

losses associated with injured employees. Over the past year, over 1,850 preventive ergonomic services have been provided Countywide. CAO-RMU is conducting an in-depth analysis of these services and the preventive ergonomic program as a whole.

The new contract, beginning no later than August 1, 2021, will be restructured based on these findings. During the remainder of this contract period, RMU will work with departments and ergonomic vendors to improve focus on ergonomic-related injury prevention through employee training and education efforts, analyze program cost against reduced injuries, and complete a detailed resource guide for departments. Ergonomic evaluation contractors will be utilized on an as-needed basis.

SELECTION CRITERIA/PROCESS:

CAO-RMU worked with GSA–Procurement to develop a Request for Proposal (RFP) that was issued on January 26, 2016 and resulted in three responses. All responses received were evaluated by the County Selection Committee. VSI Risk Management & Ergonomics, Inc. (Principal: Jeanne Iverson; Location: Newark; Certified Small: 17-00097; Expiration: September 30, 2020) and Yumi Yasuda dba Workstation Ergonomics (Principal: Yumi Yasuda; Location: Alameda; Certified Small: 03-90166; Expiration: January 31, 2022) were the two highest scoring vendors, met all requirements of the RFP, received favorable references and are each certified as a Small, Local, Emerging Businesses.

FINANCING:

Appropriations for the extended contract are included in the CAO-RMU Fiscal Year 2020-21 Approved Budget and will be requested in the subsequent budget year. No additional appropriations are required and there will be no increase in net County cost.

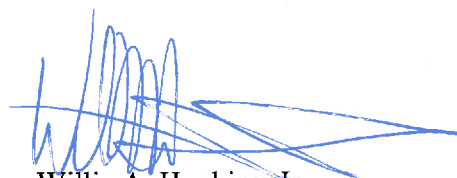
VISION 2026 GOAL:

Office ergonomic evaluation services meet the 10X goal pathway of **Healthcare for All** in support of our shared vision of a **Thriving & Resilient Population**.

Very truly yours,



Susan S. Muranishi
County Administrator



Willie A. Hopkins, Jr.
Director, General Services Agency

Attachments

WAH\AO\rp\I:\Board Letters\Purchasing\FY 2019-20\901398 BL (3_4 Amend) OFFICE ERGO EVAL SVCS .docx

cc: Auditor-Controller
County Counsel

ATTACHMENT

CONTRACT SUMMARY
 OFFICE ERGONOMIC EVALUATION SERVICES
 MASTER CONTRACT NO. 901398
 August 2, 2016 – July 31, 2021

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Amount</i>	<i>Local & SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>VSI Risk Management & Ergonomics, Inc. Certification #17-00097 Certified: Small Valid Through: 09/30/2020</i>	<i>3900 Newpark Mall Road, Suite 331 Newark, CA 94560</i>	<i>\$ 1,410,000</i>	<i>100%</i>	<i>\$1,410,000</i>
<i>Yumi Yasuda dba Workstation Ergonomics Certification #03-90166 Certified: Small Valid Through: 01/31/2022</i>	<i>1349 Weber Street Alameda, CA 94501</i>			

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and VSI Risk Management & Ergonomics, Inc., (“Contractor”) with respect to that certain agreement entered by them on August 3, 2016 and that certain First and Second Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides office ergonomic evaluation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be effective as of the date this Third Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on July 31, 2020. As of the Effective Date, the term of the Agreement is extended through July 31, 2021.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional pooled amount not to exceed One Hundred Fifty Thousand dollars (\$150,000). As a result of these additional services the not to exceed pooled amount has increased from One Million Two Hundred Sixty Thousand dollars (\$1,260,000) to One Million Four Hundred Ten Thousand dollars (\$1,410,000) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$1,410,000.

5. A Revised Exhibit A-1, SPECIFIC REQUIREMENTS, is attached to this Amendment, and will replace and supersede any and all prior Exhibit A-1 (SPECIFIC REQUIREMENTS AND DELIVERABLES/REPORT) and A-2 (DESCRIPTION OF OFFICE ERGONIMIC EVALUATIONS) and prior Amendments and revisions to Exhibit A-1 and A-2 for services performed on or after August 1, 2020.

6. Item 4 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$1,410,000. This cost includes all taxes and all other charges.

7. Attached here to *Exhibit D*, is a current Debarment and Suspension Certificate executed by Contractor.

8. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA

VSI RISK MANAGEMENT AND
ERGONOMICS, INC.

By: _____
Signature

By: _____
Signature

Name: Detra Dillon
(Printed)

Name: _____
(Printed)

Title: Procurement Administrator

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS

Revisions to the Specific Requirements of this Agreement are hereby noted below. The following sections in Exhibit A-1 and A-2 are deleted in their entirety and replaced with the provisions below.

1. General:
 - a. Ergonomic evaluation contractors shall provide preventive ergonomic evaluations in-person or virtually/remotely via telephone or online platform (first priority: Microsoft Teams) on an as-needed basis.
 - b. Upon written approval from Risk Management Unit (RMU) only:
 - (1) Telephone, virtual or in-person follow-up appointments shall be approved on a case-by-case basis
 - (2) Chair fittings shall be provided by appointment only
 - (a) Recurring group chair fitting appointments shall be scheduled no more than twice per month
 - (b) Chair fittings shall be held at either the ErgoLab or Social Services Agency chair fitting lab
 - (c) Total service hours shall not exceed four (4) per month and if less than 4 hours provided, only the actual time spent in 15-minute unit shall be invoiced
 - c. Contractor shall not market services or products to County employees
 - d. Contractor shall maintain a professional and compassionate demeanor while providing all services to County employees.
 - e. Contractor shall collaborate with RMU and County GSA Property and Salvage to determine ergonomic furniture and equipment availability and parts needed for refurbishment and reuse. Actual time spent will be billable.
2. Scheduling Procedure
 - a. Contractor shall receive all ergonomic service requests from RMU only.
 - b. Based on the pandemic program hold, beginning March, 2020, Contractor shall schedule all necessary service appointments with the employee and their supervisor or designee within no more than four (4) weeks of receiving the request from RMU. Employee's supervisor or designee must attend each ergonomic evaluation.

- c. Contractor shall send a confirmation email to the employee, supervisor and designee within one day of scheduling the appointments.
- d. Contractor shall confirm appointments at least 24 hours in advance.
- e. Contractor shall arrive on time for all scheduled appointments.

3. Appointment Cancellations

- a. Contractor shall give a minimum of 24-hour notice before cancelling an appointment
- b. Contractor shall not penalize the County if employees cancel or reschedule their ergonomic evaluation appointment with at least 24-hour notice
- c. In the case of employee and/or supervisor inability to attend the scheduled appointment without notice, Contractor may bill a fee not to exceed 15 minutes for virtual appointment and 1 hour for physical appointment

4. Performing Ergonomic Evaluation Services

- a. Time/Invoicing Allowances
 - (1) Initial virtual ergonomic evaluations shall not exceed 1.5 hours, which includes report-writing
 - (2) Initial physical ergonomic evaluations shall not exceed 1.5 hours, which includes report-writing
 - (3) RMU pre-approved follow-up services shall not exceed 1 hour, which includes report updates
 - (a) Updates shall be provided as an addendum to initial ergonomic evaluation report
 - (b) Limited to telephone/virtual appointments unless otherwise approved by RMU
 - (4) Chair fittings shall not exceed 45 minutes per employee
 - (5) RMU may pre-approve additional services and report-writing time for extenuating circumstances and on a case-by-case basis
 - (6) Contractor shall limit invoicing to the actual amount of time spent and not to exceed amount specified in this section on RMU pre-approved services in 15-minute units
- b. Initial Evaluation Process
 - (1) Using existing furniture and equipment, Contractor shall train the employee on the following items:

- (a) Proper ergonomic techniques while performing job duties
 - (b) How to set-up/adjust workstation
 - (c) Proper body mechanics
 - (d) Micro breaks
 - (e) Task rotation techniques
- (2) Contractor shall make adjustments to existing workstation to mitigate discomfort at the time of the initial evaluation
 - (3) Contractor shall analyze the employee's job duties and workflow
 - (4) Contractor shall observe the employee performing various tasks and use of ergonomic techniques
 - (5) Contractor shall survey and collaborate with employee department to assess potential ergonomic equipment to be reused to avoid duplicate purchases

5. Preventive Ergonomic Services Report:

- a. Contractor shall provide a written evaluation report, within five (5) days of the evaluation date, to the employee's supervisor, their designee and Ergo Lab, which will include documentation of:
 - (1) Employee Information
 - (a) Agency/Department
 - (b) Employee's name
 - (c) Employee's title
 - (d) Employee's physical location
 - (e) Employee's supervisor
 - (f) Ergonomic risk factors
 - (g) A list and photographs of adjustments made with current furniture and equipment (before and after) provided at the time of the evaluation
 - (2) Recommendations
 - (a) Employee
 - (i) Contractor shall recommend adjustments to work processes and/or for alternative methods of completing job tasks
 - (b) Equipment

- (i) Contractor shall collaborate and survey available equipment on site with employee department to encourage reuse of existing equipment
- (ii) Contractor shall make recommendation to acquire ergonomic equipment from GSA Property and Salvage whenever possible
- (iii) Contractor shall recommend ergonomic equipment on a limited basis and only when necessary
- (iv) If ergonomic equipment recommendations are made, provide only equipment description and/or feature (not specific vendors) and a range of prices
- (v) County may choose to limit ergonomic equipment/furniture options

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and Yumi Yasuda dba Workstation Ergonomics, (“Contractor”) with respect to that certain agreement entered by them on August 3, 2016 and that certain First, Second and Third Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides office ergonomic evaluation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be effective as of the date this Fourth Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on July 31, 2020. As of the Effective Date, the term of the Agreement is extended through July 31, 2021.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional pooled amount not to exceed One Hundred Fifty Thousand dollars (\$150,000). As a result of these additional services the not to exceed pooled amount has increased from One Million Two Hundred Sixty Thousand dollars (\$1,260,000) to One Million Four Hundred Ten Thousand dollars (\$1,410,000) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended by changing the shall not exceed pooled amount in the last sentence to \$1,410,000.

5. A Revised Exhibit A-1, SPECIFIC REQUIREMENTS, is attached to this Amendment, and will replace and supersede any and all prior Exhibit A-1 (SPECIFIC REQUIREMENTS AND DELIVERABLES/REPORT) and A-2 (DESCRIPTION OF OFFICE ERGONOMIC EVALUATIONS) and prior Amendments and revisions to Exhibit A-1 and A-2 for services performed on or after August 1, 2020.

6. Item 4 of Exhibit B is deleted and replaced with the following:
Total payment under the terms of this Agreement will not exceed the total pooled amount of \$1,410,000. This cost includes all taxes and all other charges.

7. Attached here to *Exhibit D*, is a current Debarment and Suspension Certificate executed by Contractor.

8. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA

YUMI YASUDA DBA
WORKSTATION ERGONOMICS

By: _____
Signature

By: _____
Signature

Name: Detra Dillon
(Printed)

Name: _____
(Printed)

Title: Procurement Administrator

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A-1
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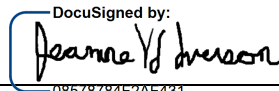
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

VSI RISK MANAGEMENT AND
ERGONOMICS, INC.

By:  _____
Signature

By:  _____
Signature

Name: Detra Dillon
(Printed)

Name: Jeanne Iverson
(Printed)

Title: Procurement Administrator

Title: CEO, CPE

Date: 7/15/2020

Date: 7/6/2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

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1. General:
 - a. Ergonomic evaluation contractors shall provide preventive ergonomic evaluations in-person or virtually/remotely via telephone or online platform (first priority: Microsoft Teams) on an as-needed basis.
 - b. Upon written approval from Risk Management Unit (RMU) only:
 - (1) Telephone, virtual or in-person follow-up appointments shall be approved on a case-by-case basis
 - (2) Chair fittings shall be provided by appointment only
 - (a) Recurring group chair fitting appointments shall be scheduled no more than twice per month
 - (b) Chair fittings shall be held at either the ErgoLab or Social Services Agency chair fitting lab
 - (c) Total service hours shall not exceed four (4) per month and if less than 4 hours provided, only the actual time spent in 15-minute unit shall be invoiced
 - c. Contractor shall not market services or products to County employees
 - d. Contractor shall maintain a professional and compassionate demeanor while providing all services to County employees.
 - e. Contractor shall collaborate with RMU and County GSA Property and Salvage to determine ergonomic furniture and equipment availability and parts needed for refurbishment and reuse. Actual time spent will be billable.
2. Scheduling Procedure
 - a. Contractor shall receive all ergonomic service requests from RMU only.
 - b. Based on the pandemic program hold, beginning March, 2020, Contractor shall schedule all necessary service appointments with the employee and their supervisor or designee within no more than four (4) weeks of receiving the request from RMU. Employee's supervisor or designee must attend each ergonomic evaluation.

- c. Contractor shall send a confirmation email to the employee, supervisor and designee within one day of scheduling the appointments.
 - d. Contractor shall confirm appointments at least 24 hours in advance.
 - e. Contractor shall arrive on time for all scheduled appointments.
3. Appointment Cancellations
- a. Contractor shall give a minimum of 24-hour notice before cancelling an appointment
 - b. Contractor shall not penalize the County if employees cancel or reschedule their ergonomic evaluation appointment with at least 24-hour notice
 - c. In the case of employee and/or supervisor inability to attend the scheduled appointment without notice, Contractor may bill a fee not to exceed 15 minutes for virtual appointment and 1 hour for physical appointment
4. Performing Ergonomic Evaluation Services
- a. Time/Invoicing Allowances
 - (1) Initial virtual ergonomic evaluations shall not exceed 1.5 hours, which includes report-writing
 - (2) Initial physical ergonomic evaluations shall not exceed 1.5 hours, which includes report-writing
 - (3) RMU pre-approved follow-up services shall not exceed 1 hour, which includes report updates
 - (a) Updates shall be provided as an addendum to initial ergonomic evaluation report
 - (b) Limited to telephone/virtual appointments unless otherwise approved by RMU
 - (4) Chair fittings shall not exceed 45 minutes per employee
 - (5) RMU may pre-approve additional services and report-writing time for extenuating circumstances and on a case-by-case basis
 - (6) Contractor shall limit invoicing to the actual amount of time spent and not to exceed amount specified in this section on RMU pre-approved services in 15-minute units
 - b. Initial Evaluation Process
 - (1) Using existing furniture and equipment, Contractor shall train the employee on the following items:

- (a) Proper ergonomic techniques while performing job duties
- (b) How to set-up/adjust workstation
- (c) Proper body mechanics
- (d) Micro breaks
- (e) Task rotation techniques
- (2) Contractor shall make adjustments to existing workstation to mitigate discomfort at the time of the initial evaluation
- (3) Contractor shall analyze the employee's job duties and workflow
- (4) Contractor shall observe the employee performing various tasks and use of ergonomic techniques
- (5) Contractor shall survey and collaborate with employee department to assess potential ergonomic equipment to be reused to avoid duplicate purchases

5. Preventive Ergonomic Services Report:

- a. Contractor shall provide a written evaluation report, within five (5) days of the evaluation date, to the employee's supervisor, their designee and Ergo Lab, which will include documentation of:
 - (1) Employee Information
 - (a) Agency/Department
 - (b) Employee's name
 - (c) Employee's title
 - (d) Employee's physical location
 - (e) Employee's supervisor
 - (f) Ergonomic risk factors
 - (g) A list and photographs of adjustments made with current furniture and equipment (before and after) provided at the time of the evaluation
 - (2) Recommendations
 - (a) Employee
 - (i) Contractor shall recommend adjustments to work processes and/or for alternative methods of completing job tasks
 - (b) Equipment

Master Contract No. 901398
Procurement Contract No. 13321

- (i) Contractor shall collaborate and survey available equipment on site with employee department to encourage reuse of existing equipment
- (ii) Contractor shall make recommendation to acquire ergonomic equipment from GSA Property and Salvage whenever possible
- (iii) Contractor shall recommend ergonomic equipment on a limited basis and only when necessary
- (iv) If ergonomic equipment recommendations are made, provide only equipment description and/or feature (not specific vendors) and a range of prices
- (v) County may choose to limit ergonomic equipment/furniture options

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: VSI RISK MANAGEMENT & ERGONOMICS INC.

PRINCIPAL: Jeanne Iverson TITLE: CEO, CPE

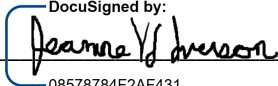
SIGNATURE:  DATE: 7/6/2020
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EXHIBIT E

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

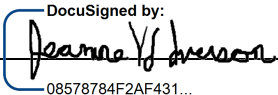
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: VSI RISK Management & Ergonomics Inc.

PRINCIPAL: Jeanne Iverson TITLE: CEO, CPE

SIGNATURE:  DATE: 7/6/2020

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and Yumi Yasuda dba Workstation Ergonomics, (“Contractor”) with respect to that certain agreement entered by them on August 3, 2016 and that certain First, Second and Third Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides office ergonomic evaluation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be effective as of the date this Fourth Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on July 31, 2020. As of the Effective Date, the term of the Agreement is extended through July 31, 2021.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional pooled amount not to exceed One Hundred Fifty Thousand dollars (\$150,000). As a result of these additional services the not to exceed pooled amount has increased from One Million Two Hundred Sixty Thousand dollars (\$1,260,000) to One Million Four Hundred Ten Thousand dollars (\$1,410,000) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended by changing the shall not exceed pooled amount in the last sentence to \$1,410,000.

5. A Revised Exhibit A-1, SPECIFIC REQUIREMENTS, is attached to this Amendment, and will replace and supersede any and all prior Exhibit A-1 (SPECIFIC REQUIREMENTS AND DELIVERABLES/REPORT) and A-2 (DESCRIPTION OF OFFICE ERGONIMIC EVALUATIONS) and prior Amendments and revisions to Exhibit A-1 and A-2 for services performed on or after August 1, 2020.

6. Item 4 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$1,410,000. This cost includes all taxes and all other charges.

7. Attached here to *Exhibit D*, is a current Debarment and Suspension Certificate executed by Contractor.

8. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA

YUMI YASUDA DBA
WORKSTATION ERGONOMICS

By: DocuSigned by:
Detra Dillon
DE9C0172C941490 Signature

By: DocuSigned by:
Yumi Yasuda
879923B885604DA... Signature

Name: Detra Dillon
(Printed)

Name: Yumi Yasuda
(Printed)

Title: Procurement Administrator

Title: owner

Date: 7/15/2020

Date: 7/6/2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A-1
SPECIFIC REQUIREMENTS

Revisions to the Specific Requirements of this Agreement are hereby noted below. The following sections in Exhibit A-1 and A-2 are deleted in their entirety and replaced with the provisions below.

1. General:
 - a. Ergonomic evaluation contractors shall provide preventive ergonomic evaluations in-person or virtually/remotely via telephone or online platforms (first priority: Microsoft Teams) on an as-needed basis.
 - b. Upon written approval from Risk Management Unit (RMU) only:
 - (1) Telephone, virtual or in-person follow-up appointments shall be approved on a case-by-case basis.
 - (2) Chair fittings shall be provided by appointment only
 - (a) Recurring group chair fitting appointments shall be scheduled no more than twice per month
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 - c. Contractor shall not market services or products to County employees
 - d. Contractor shall maintain a professional and compassionate demeanor while providing all services to County employees.
 - e. Contractor shall collaborate with RMU and County GSA Property and Salvage to determine ergonomic furniture and equipment availability and parts needed for refurbishment and reuse. Actual time spent will be billable.
2. Scheduling Procedure
 - a. Contractor shall receive all ergonomic service requests from RMU only.
 - b. Based on the pandemic program hold, beginning March, 2020, Contractor shall schedule all necessary service appointments with the employee and their supervisor or designee within no more than four (4) weeks of receiving the request from RMU. Employee's supervisor or designee must attend each ergonomic evaluation.
 - c. Contractor shall send a confirmation email to the employee, supervisor and designee within one day of scheduling the appointments.

- d. Contractor shall confirm appointments at least 24 hours in advance.
 - e. Contractor shall arrive on time for all scheduled appointments.
3. Appointment Cancellations
- a. Contractor shall give a minimum of 24-hour notice before cancelling an appointment
 - b. Contractor shall not penalize the County if employees cancel or reschedule their ergonomic evaluation appointment with at least 24-hour notice
 - c. In the case of employee and/or supervisor inability to attend the scheduled appointment without notice, Contractor may bill a fee not to exceed 15 minutes for virtual appointment and 1 hour for physical appointment
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 - (a) Employee
 - (1) Contractor shall recommend adjustments to work processes and/or for alternative methods of completing job tasks
 - (b) Equipment
 - (1) Contractor shall collaborate and survey available equipment on site with employee department to encourage reuse of existing equipment

Master Contract No. 901398
Procurement Contract No. 15503

- (2) Contractor shall make recommendation to acquire ergonomic equipment from GSA Property and Salvage whenever possible
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- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
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CONTRACTOR: Workstation Ergonomics

PRINCIPAL: Yumi Yasuda TITLE: Owner

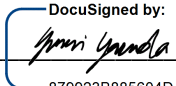
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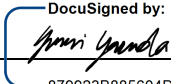
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

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NAME: workstation Ergonomics

PRINCIPAL: Yumi Yasuda TITLE: owner

SIGNATURE:  _____ DATE: 7/6/2020
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