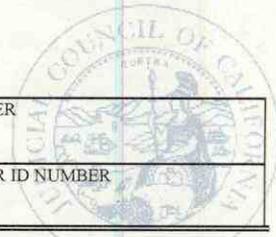


JUDICIAL COUNCIL OF CALIFORNIA
LEVERAGED PROCUREMENT AGREEMENT COVERSHEET (rev 07-14-14)
 FOR: ERGONOMIC ASSESSMENT SERVICES



AGREEMENT NUMBER	MA-201601
FEDERAL EMPLOYER ID NUMBER	11-2793425

- In this Leveraged Procurement Agreement (the "Agreement"), the term "Contractor" refers to **HUMANSCALE CORPORATION**, and the term "Judicial Council" refers to the **JUDICIAL COUNCIL OF CALIFORNIA**. Contractor and Judicial Council are individually referred to as "Party," or collectively as the "Parties."
 This Agreement is entered into between Contractor and the Judicial Council for the benefit of the Judicial Council, Supreme Court of California, California Judicial Center Library, all California Courts of Appeal, and the Habeas Corpus Resource center, each a "Participating Entity" and collectively "Participating Entities".
- This Agreement becomes effective as of **July 1, 2016** the ("Effective Date") and expires on **June 30, 2018**.
- The title of this Agreement is: **Ergonomic Assessment Services and Equipment Recommendations with follow-up assessments as needed**.
 The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.
- This Agreement does not of itself encumber funds and Participating Entities are not obligated to encumber funds as a result of the Judicial Council entering into this Agreement.
 This Agreement does not obligate the Participating Entities to issue orders under this Agreement nor does it guarantee that Contractor will receive a specific volume of business.
- The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit A, B, C, D, E and F.
 Exhibit A – Standard Provisions
 Exhibit B – Special Provisions
 Exhibit C – Payment Provisions
 Exhibit D – Work To Be Performed
 Exhibit E - Attachments
 Exhibit F - Contractor's Key Personnel and Project Staff

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	HUMANSCALE CORPORATION
BY (Authorized Signature) 	BY (Authorized Signature)
PRINTED NAME AND TITLE OF PERSON SIGNING Ron Bacurin, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Audrey Knable Contract Compliance Mgr
DATE EXECUTED 7/21/16	DATE EXECUTED 06/23/2016
ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue San Francisco, CA 94102-3688	ADDRESS 649 Front St., Suite 200 San Francisco, CA 94111

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council and its officers, agents, and employees and the Participating Entities and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Judicial Council or any Participating Entity.

3. Termination for Cause

The Judicial Council may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the Judicial Council may proceed with the Work in any manner it deems proper. The cost to the Judicial Council to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the Judicial Council, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in the performance of Work under this Agreement.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the Judicial Council after the Contractor has completed a Deliverable or other Contract requirement, in compliance with the Contract documents, including without limitation, Exhibit D, Work to be Performed and Exhibit F, Attachment 1, Acceptance Sign-off Form.
- B. **“Administrative Director of the Courts”** refers to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- C. **“Amendment”** means a written document issued by the Judicial Council and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- F. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the Judicial Council for performance of the Work, in accordance with the Contract documents.
- G. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Contract Work. The Contractor is one of the parties to this Agreement.
- H. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, and computation sheets.
- I. **“Day”** means calendar day, unless otherwise specified.
- J. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Judicial Council for acceptance.
- K. **“Disabled Veteran’s Business Enterprise”** or **“DVBE”** means a business entity that has complied with the requirements under California law to become certified by the California Office of Small Business Certification and Resources as a business owned and operated by a disabled veteran of the United States military, navel, or air service.
- L. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the Judicial Council are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- M. **“Judicial Council Standard Agreement”** means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the Judicial Council Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- N. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- O. **"Participating Entity Representative"** refers to the individual who oversees work to be performed under this Agreement for the Participating Entity.
- P. **"Notice"** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party's authorized representative, which shall be effective on the date of service.
- Q. **"Order"** refers to ordering document.
- R. **"Project"** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the Judicial Council and the Judicial Council's representatives.
- S. **"Project Manager"** refers to the individual who oversees work to be performed under this Agreement.
- T. **"Stop Work Order"** means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- U. **"Subcontractor"** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term "Subcontractor" includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- V. **"Task(s)"** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Judicial Council.
- W. **"Third Party"** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Contractor, which is not a party to this Agreement.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- X. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the Judicial Council. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.
- Y. **“Work Authorization”** refers to an order for ergonomic services using a Purchase Order issued by a Participating Entity.

2. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the Judicial Council may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the Judicial Council terminates all or a portion of this Agreement other than for cause, the Judicial Council shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

3. Options to Renew

- A. The Agreement shall remain in effect from **July 1, 2016** through **June 30, 2018** (**“Initial Term”**), unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.
- C. The parties agree that the Judicial Council may elect to extend the Agreement up to three (3) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
 - i. **July 1, 2018** through **June 30, 2019** (**“First Option Term”**).
 - ii. **July 1, 2019** through **June 30, 2020** (**“Second Option Term”**).
 - iii. **July 1, 2020** through **June 30, 2021** (**“Third Option Term”**).
- D. In the event the Judicial Council elects to exercise an option to extend the Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the Judicial Council’s Standard Agreement form.
- E. In the event the Judicial Council under its sole discretions exercises any option Term under this Agreement, any agreed upon price adjustment may

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

not exceed the percentage change in the 12-month average of the Consumer Price Index (CPI), below.

Bureau of Labor Statistics

http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths

Consumer Price Index – All Urban Consumers
12-Month Percent Change
Series ID: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

The rates applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The parties agree that any rate, as set forth in Exhibit C, Payment Provisions, may be amended by the parties to a higher rate for the next subsequent consecutive Term for that item, as long as the negotiated rate does not increase more than three percent (3%) over rate for that item under the preceding Term.

4. Judicial Council's Obligation Subject to Availability of Funds
 - A. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Judicial Council may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.
 - B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The Judicial Council will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. The Judicial Council may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree (“**Stop Work Order**”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The Judicial Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in the Contractor’s cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

Cause provision or the Judicial Council's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the Judicial Council shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

- D. The Judicial Council shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

6. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager shall monitor and evaluate the Contractor's performance. The Project Manager for this Agreement is Linda Cox. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.

- i. Any Notice from the Contractor to the Judicial Council shall be in writing and shall be delivered as follows:

Linda Cox Project Manager
Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- ii. Other than for Notices, the Project Manager may be contacted as follows:

Linda Cox, Project Manager
Telephone: 415-865-4290
Email: linda.cox@jud.ca.gov

- iii. Notice to the Contractor shall be directed in writing to:

Elyssa Wasserberg, DC, CEES
Managing Consultant, Western Region
649 Front St., Suite 200
San Francisco, CA 94111

- iv. Other than for Notices, the Contractor may be contacted as follows:

Elyssa Wasserberg
Telephone: 415-916-1690
Email: ewasserberg@humanscale.com

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

7. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the Judicial Council's satisfaction and in compliance with the Nondiscrimination / No Harassment Clause, as set forth in this Exhibit B.

8. Obligation

This Agreement does not obligate the Judicial Council or any Participating Entity to place any orders or purchase equipment recommendations under this Agreement nor does it guarantee Contractor a specific volume of orders under this Agreement.

9. Relationship of Parties

The Judicial Council has the authority to enter into master agreements for services on behalf of the Participating Entities. A Participating Entity may elect to utilize this Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Agreement shall govern such purchase. Each Work Authorization placed by a Participating Entity and incorporating the terms of this Agreement shall constitute and be construed as a separate, independent agreement between such Participating Entity and Contractor.

10. Acceptance of the Work

- A. The Participating Entity's representative shall be responsible for the sign-off acceptance of the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Participating Entity's Representative will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("**Criteria**") provided by the Contractor pursuant to this Agreement:
 - i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- C. The Contractor shall provide the Work to a Participating Entity, in accordance with direction from the Participating Entity's representative. The Participating Entity shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The Participating Entity's representative shall use the Acceptance and Signoff Form, provided as Attachment 1 to this Agreement, to notify the Contractor of the Work's acceptability.
 - D. If a Participating Entity rejects the Work provided, the Participating Entity's Representative shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the Participating Entity rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
 - E. If the Participating Entity's Representative requests further change, the Contractor shall meet with the Participating Entity's Representative, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Judicial Council's Project Manager and a principal of the Contractor, as set forth in subparagraph F below.
 - F. If agreement cannot be reached between the Participating Entity's Representative and the Contractor on the Work's acceptability, a principal of the Contractor and the Judicial Council's Project Manager shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Judicial Council's Project Manager and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Judicial Council's Project Manager in the reasonable time established by the Judicial Council's Project Manager, the Participating Entity may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Judicial Council may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.
11. Contractor's Personnel and Replacement of Personnel
- A. The Judicial Council reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Judicial Council under this Agreement if in the Judicial Council's opinion, the performance of the Contractor's personnel is unsatisfactory. The Judicial Council agrees to provide Notice to the Contractor in the event it makes such a determination. If the Judicial Council exercises this right, the Contractor

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.

- B. The responsibilities of the Contractor's Key Personnel are set forth in Exhibit D, Work to be Performed. If the Contractor's Key Personnel, as identified in Exhibit F, Contractor's Key Personnel and Project Staff, becomes unavailable during the term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills to the Contractor's Key Personnel, as demonstrated by the resumes set forth in Exhibit F, Contractor's Key Personnel and Project Staff.
- C. If the Contractor's Key Personnel identified in Exhibit F, Contractor's Key Personnel and Project Staff, becomes unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the Judicial Council's Project Manager.
- D. If the Contractor's Key Personnel becomes unavailable or is disapproved and the Contractor cannot furnish a replacement acceptable to the Judicial Council, the Judicial Council may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

12. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the Judicial Council agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

13. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors, or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

14. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Judicial Council's Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Agreement.

15. Confidentiality

- A. Both the Judicial Council and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council or Participating Entities may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the Judicial Council's or Participating Entities' Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors if allowed under this Agreement and, as directed by the Project Manager, representatives of the Participating Entities that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

16. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

17. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

18. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the Judicial Council.

19. Ownership of Results

- A. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the Judicial Council. Upon the Judicial Council's written request, the Contractor shall provide the Judicial Council with all this Data within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the Judicial Council.

20. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

21. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

22. Audit

The Contractor shall permit the authorized representative of the Judicial Council or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the Judicial Council under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

23. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the Judicial Council without prior review and written permission by the Judicial Council. The Judicial Council review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the Judicial Council shall provide its reasons for denial in writing.

24. Limitation on Judicial Council's Liability

The Judicial Council shall not be responsible for loss of or damage to any non-Judicial Council equipment arising from causes beyond the Judicial Council's control.

25. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- i. Workers' Compensation at statutory requirements of the state of residency.
 - ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - v. Professional Liability: **\$1,000,000.00**.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Judicial Council and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The Judicial Council, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the Judicial Council, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Judicial Council, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the Judicial Council certificates of insurance satisfactory to the Judicial Council evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Judicial Council's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the Judicial Council, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Judicial Council, the Contractor shall, upon Notice to that effect from the Judicial Council,

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.

- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the Judicial Council of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Manager, Business Services, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688.

26. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of state funds or that are sponsored by the Judicial Council if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following: Former Judicial Council employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

27. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Judicial Council with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Judicial Council will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

28. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

29. Americans with Disabilities Act

By signing this Agreement, Contractor assures the Judicial Council that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

30. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

31. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

32. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

33. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

34. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

35. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

36. Judicial Branch Contracting Law Provisions

The Judicial Branch Contracting Law (JBCL) provisions are required for compliance with Public Contract Code ("PCC"), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual ("JBCM") adopted pursuant to that law.

- A. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true, and shall cause these representations and warranties to remain true during the term of this Agreement. Contractor shall promptly notify the Judicial Council if any representation and warranty becomes untrue.
- i. **Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
 - ii. **National Labor Relations Board.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
 - iii. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

meaning of PCC 10286.1, and is eligible to contract with the Judicial Council.

- B. **Provisions Applicable Only to Certain Agreements.** The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the agreement is not of the type described in the title of a subsection, then that subsection does not apply to the agreement.
- i. **Agreements over \$10,000.** This Agreement is subject to examinations and audit by the California State Auditor for a period of three years after final payment.
 - ii. **Agreements over \$50,000.** No funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).
 - iii. **Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
 - iv. **Agreements for Services over \$200,000 (Excluding consulting services).** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare & Institutions Code section 11200 and PCC 10353.
 - v. **Agreements of \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

Judicial Council to enter into this Agreement pursuant to PCC 2203(c).

- vi. **Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.
- vii. **Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the Judicial Council, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- viii. **Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Judicial Council under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the Judicial Council.
- ix. **Agreements for which Contractor Has Committed to Achieve DVBE Participation.** Contractor shall within sixty (60) days of

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

receiving final payment under this Agreement certify in a report to the Judicial Council: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise (“DVBE”) that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

- x. **Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Contractor. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.
- xi. **Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Judicial Council; (ii) adhere to litigation plans designated by the Judicial Council, if applicable; (iii) adhere to case phasing of activities designated by the Judicial Council, if applicable; (iv) submit and adhere to legal budgets as designated by the Judicial Council; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Judicial Council; and (vi) submit to legal bill audits and law firm audits if so requested by the Judicial Council, whether conducted by employees or designees of the Judicial Council or by any legal cost-control provider retained by the Judicial Council for that purpose.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

Contractor may be required to submit to a legal cost and utilization review as determined by the Judicial Council. If (a) the value of this agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of the agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

- xii. **Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the Judicial Council a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

- xiii. **Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

37. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the Judicial Council.

END OF EXHIBIT

EXHIBIT C
PAYMENT PROVISIONS

1. Definitions

- A. **“Assessment”** means the procedure of i) interviewing the employee, ii) physically observing the employee at his/her workstation for the proper use of furniture, recommend equipment and supplies, so as to avoid personal injury, and iii) providing a written evaluation with recommendations for equipment and supplies.
- B. **“Travel Fee”** means the firm fixed fee for one round trip to the city where one or multiple Assessments or follow-up Assessments on the same day, at the same Assessment location are to be performed and includes all labor, travel time, parking, tolls, mileage, and all other travel related costs.
- C. **“Assessment Fee”** means the firm fixed fee for one onsite interview and Assessment with the person being evaluated and one written report for the Assessment.
- D. **“Follow-up Assessment Fee”** means the firm fixed price for one onsite follow-up interview and Assessment with the person being evaluated and one follow-up written report for the follow-up interview.

2. Work Authorization

- A. The Contractor has estimated the costs and expenses necessary to complete the Work. A Participating Entity’s issuance of a Work Authorization does not (i) imply that the Judicial Council and/or the Participating Entity approves of or adopts the Contractor’s plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its Work and timely completion of the Work of this Agreement.

3. Payment for Contract Work

- A. For performing the Work of this Agreement, as set forth in Exhibit D, Work to be Performed, and each Work Authorization, the applicable Participating Entity shall compensate the Contractor, for the completion and Acceptance of the Work, at the flat rate fees set forth in Table 1A, 1B, 1C and 1D below.
- B. Appointment Cancellation Policy and Fees
 - i. When cancellation notice for one Assessment is given by 5:00 p.m. the prior day by the Participating Entity.

Policy and fees: No fee will be charged

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- ii. When no cancellation notice for one Assessment is given by 5:00 p.m. the prior day by the Participating Entity (no show).

Policy and fees: The standard Assessment/Follow-up fee will be incurred. If cancellation notice is given before travel to facility, no travel fee will be incurred.

- iii. When multiple Assessments at the same location are scheduled on the same day, and an appointment cancellation notice for one Assessment is given by 5:00 p.m. the prior work day by the Participating Entity.

Policy and fees: No fee will be charged

- iv. When multiple Assessments at the same location are scheduled on the same day, and an appointment cancellation notice for more than one Assessment is given by no later than 5:00 p.m. the prior work day by the Participating Entity.

Policy and fees: No fee will be charged

- v. When multiple Assessments at the same location are scheduled on the same day, and no cancellation notice is given for more than one Assessment by the Participating Entity (multiple no shows).

Policy and fees: The standard Assessment/Follow-up fee will be incurred for each of the evaluations that did not cancel prior to 5:00 p.m. the prior work day. If cancellation notice is given before travel to facility, no travel fee will be incurred.

- vi. When multiple Assessments at the same location are scheduled on the same day, and all of the scheduled Assessments cancel less than 24 hours before Assessments were to take place.

Policy and fees: The standard Assessment/Follow-up fee will be incurred for 50% of the originally scheduled work stations.

Table 1A: For Northern California Region

NORTHERN CALIFORNIA REGION					
# of Initial Assessment Evaluations Per Site visit→	Cost of Evaluation/Follow up Visit	X	Number of Evaluations Performed Per Site Visit	=	Total Cost
Initial Evaluation Cost	\$ 225	X	1	=	\$ 225
Initial Evaluation Cost	\$217	X	2	=	\$ 434
Initial Evaluation Cost	\$209	X	3	=	\$627
Initial Evaluation Cost	\$201	X	4	=	\$804
Initial Evaluation Cost	\$193	X	5	=	\$965
Follow-up Visit Cost	\$150	X	1	=	\$150
<p>PROVIDE: 1.) CONTRACTOR'S HOME BASE LOCATION(S) AND 2.) TRAVEL COST FOR SPECIFIC LOCATION(S):</p> <p>1. San Francisco Home Base</p> <p>2. Travel/Mileage fee waived</p>					

Judicial Council of California Standard Agreement
 Contract No. MA-201601 with Humanscale Corporation

Table 1B: For Central Region

CENTRAL CALIFORNIA REGION					
# of Initial Assessment Evaluations Per Site visit→	Cost of Evaluation/Follow up Visit	X	Number of Evaluations Performed Per Site Visit	=	Total Cost
Initial Evaluation Cost	\$225	X	1	=	\$ 225
Initial Evaluation Cost	\$217	X	2	=	\$ 434
Initial Evaluation Cost	\$209	X	3	=	\$627
Initial Evaluation Cost	\$201	X	4	=	\$804
Initial Evaluation Cost	\$193	X	5	=	\$965
Follow-up Visit Cost	\$150	X	1	=	\$150
PROVIDE: 1.) CONTRACTOR'S HOME BASE LOCATION(S) AND 2.) TRAVEL COST FOR SPECIFIC LOCATION(S): 1. San Francisco Home Base 2. Mileage rate of standard .55/mile will apply					

Judicial Council of California Standard Agreement
 Contract No. MA-201601 with Humanscale Corporation

Table 1C: For Southern Region

SOUTHERN CALIFORNIA REGION					
# of Initial Assessment Evaluations Per Site visit→	Cost of Evaluation/Follow up Visit	X	Number of Evaluations Performed Per Site Visit	=	Total Cost
Initial Evaluation Cost	\$225	X	1	=	\$ 225
Initial Evaluation Cost	\$217	X	2	=	\$ 434
Initial Evaluation Cost	\$209	X	3	=	\$627
Initial Evaluation Cost	\$201	X	4	=	\$804
Initial Evaluation Cost	\$193	X	5	=	\$965
Follow-up Visit Cost	\$150	X	1	=	\$150
PROVIDE: 1.) CONTRACTOR'S HOME BASE LOCATION(S) AND 2.) TRAVEL COST FOR SPECIFIC LOCATION(S): 1. Los Angeles and Costa Mesa Home Base 2. Travel/Mileage fee waived					

Judicial Council of California Standard Agreement
 Contract No. MA-201601 with Humanscale Corporation

Table 1D: For San Diego Region

SAN DIEGO REGION					
# of Initial Assessment Evaluations Per Site visit→	Cost of Evaluation/Follow up Visit	X	Number of Evaluations Performed Per Site Visit	=	Total Cost
Initial Evaluation Cost	\$225	X	1	=	\$ 225
Initial Evaluation Cost	\$225	X	2	=	\$ 450
Initial Evaluation Cost	\$205	X	3	=	\$615
Initial Evaluation Cost	\$205	X	4	=	\$820
Initial Evaluation Cost	\$205	X	5	=	\$1025
Follow-up Visit Cost	\$150	X	1	=	\$150
PROVIDE: 1.) CONTRACTOR'S HOME BASE LOCATION(S) AND 2.) TRAVEL COST FOR SPECIFIC LOCATION(S): 1. San Diego Home Base 2. Travel/Mileage fee waived					

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

4. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

5. Other Expenses

The Participating Entity shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

6. Taxes

The Participating Entities are exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The Participating Entities will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

7. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion of the Work, as set forth in Exhibit D, Work to be Performed, no more often than once a month. After receipt of invoice, the Participating Entity will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. Payments are made in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number;
 - ii. The Participating Entity's representative's name;
 - iii. A unique invoice number;
 - iv. The Contractor's name and address;
 - v. The taxpayer identification (federal tax identification number);
 - vi. A description of the completed Work, including copies of Work Authorizations, Work Authorization Number or Purchase Order Number, a description of the services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vii. The dates worked;
 - viii. The appropriate contractual charge(s) as set forth in this Exhibit; and
- B. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

8. Disallowance

If the Contractor claims or receives payment from a Participating Entity for a service or reimbursement that is later disallowed by the Participating Entity, the Contractor shall promptly refund the disallowed amount to the Participating Entity upon the Participating Entity's request. At its option, the Participating Entity may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

9. Payment Does Not Imply Acceptance of Work

The granting of any payment by a Participating Entity as provided in this Exhibit, shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

END OF EXHIBIT

EXHIBIT D
WORK TO BE PERFORMED

1. Summary of Work

- A. The Contractor will perform Ergonomic Assessment Services, make equipment recommendations, recommend workstation changes, and will perform follow-up assessments as needed for current employees and new hires. The Participating Entity is not obligated to purchase equipment recommendations from the Contractor. At its discretion, the Participating Entity may provide to the Contractor an ergonomic equipment list for use by the Contractor when recommending equipment.
- B. The following is the list of Participating Entity's location(s) where Services may be performed.

Northern California Region

Supreme Court of California

350 McAllister Street, San Francisco, CA 94102

California Judicial Center Library

455 Golden Gate Avenue, 4th Floor, San Francisco, CA 94102

California Court of Appeal, First Appellate District

350 McAllister Street, San Francisco, CA 94102

California Court of Appeal, Third Appellate District

914 Capitol Mall, 10th Floor, Sacramento, CA 95814

Judicial Council of California

455 Golden Gate Avenue, San Francisco, CA 94102

2860 Gateway Oaks Drive, Suite 400, Sacramento, CA 95833

2850 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833

2880 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833

770 L Street, Suite 1240, Sacramento, CA 95814

Habeas Corpus Resource Center

303 Second Street, Suite 400 South, San Francisco, CA 94107

Central California Region

California Court of Appeal, Fifth Appellate District
2424 Ventura Street, Fresno, CA 93721

California Court of Appeal, Sixth Appellate District
333 W. Santa Clara Street, #1060, San Jose, CA 95113

Southern California Region

California Court of Appeal, Second Appellate District
300 South Spring St., 3rd Floor, Los Angeles, CA 90013
200 East Santa Clara, Ventura, CA 93001

California Court of Appeal, Fourth Appellate District
3389 12th Street, Riverside, CA 92501
601 W. Santa Ana Blvd. Santa Ana, CA 92701

Judicial Council of California
2255 North Ontario Street, Suite 200, Burbank, CA 91504

San Diego Region

750 B Street, Suite 300, San Diego, CA 92101

2. **Scope of Work**

- A. As requested by the Participating Entities' Representatives, the Contractor will provide Services located at the requested office during the hours of 8 a.m. to 5 p.m., Monday through Friday. There are no minimum quantities of Assessments to be performed under this Agreement or under any Work Authorization.
- B. Scheduling Requirements – for each evaluation, the Contractor must perform the following scheduling activities:
 - i. The Contractor must respond to requests for Assessments or follow-up Assessments within 24 hours if mutually agreed from the date requested by the Participating Entity's Representative.
 - ii. The Contractor must schedule and perform Assessments or follow-up Assessments on days mutually agreed upon within three days (for initial Assessments) and 1 week (for follow-up Assessments) from the date requested by the Participating Entity's Representative.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- iii. The Contractor must complete its written ergonomic report and provide it to the Participating Entity's Representative within two weeks of completing the Assessment or follow-up Assessment.
- C. Assessment and Report Requirements – The Contractor must perform the following Assessment and reporting activities:
- i. Perform an on-site Assessment or Follow-up Assessment taking into consideration the employee's workstation configuration, job tasks, and employee's posture and movement patterns at the workstation, and other criteria.
 - ii. Provide one-on-one consultation to employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips, exercises, and behavior modification to prevent and/or reduce further injury or reduce pain.
 - iii. Written reports must be provided in hard copy and electronically in a Word format. The written reports must include:
 - a) Date of evaluation or follow-up evaluation
 - b) Name of the individual being evaluated
 - c) Building address and workstation address
 - d) Description of current workstation configuration
 - e) Information on observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels.
 - f) Findings, including equipment recommendations [if provided, from the Participating Entity's ergonomic equipment list], adjustments and suggestions for improving workstation efficiency and safety, and work habit corrections. Findings must be supported by sufficient justification. If an ergonomic equipment list is provided by the Participating Entity, the evaluator must select equipment from the list. Any additions to the list must be approved by both the Participating Entity and the Contractor.
 - g) Photographs of workstation, before and, if applicable, after workstation modifications.
 - h) Hard copy reports must be signed by the evaluator.

3. Work Authorization

- A. All Work Authorizations shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Entity's Work Authorization.

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- B. A Participating Entity's Work Authorization may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement.
- C. The term of the Participating Entity's Work Authorization may not extend beyond the expiration date of the Agreement.
- D. The Participating Entity's Work Authorization and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document.
- E. Any term in a Participating Entity's Work Authorization that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and Judicial Council.
- F. Each Participating Entity shall be responsible for: (i) the acceptance of and payment for the Work under its Work Authorization; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a Participating Entity shall not be deemed a breach by any other Participating Entity. Under no circumstances shall a Participating Entity have any liability or obligation except pursuant to a Work Authorization signed by such Participating Entity, nor shall any breach by a Participating Entity give rise to a breach under any other Work Authorization or be deemed grounds for termination of this Agreement by Contractor. The Judicial Council shall have no liability or responsibility of any type related to: (i) any other Participating Entity's use of or procurement through this Agreement, or (ii) such Participating Entity's business relationship with Contractor. The Judicial Council makes no guarantees, representations, or warranties to any Participating Entity.
- G. This Agreement is a nonexclusive agreement. Each Participating Entity reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a Participating Entity to provide the Work.

4. Participating Entity's Representative

Each Participating Entity may designate its own representative as it relates to a Work Authorization. A Participating Entity may change its representative at any time upon notice to Contractor without need for an amendment to this Agreement.

5. Contractor Responsibilities

The Contractor's Project Manager will have the following responsibilities under this Contract:

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

- i. Is responsible for the end results and for day-to-day Project management;
- ii. Serves as the Contractor's primary contact;
- iii. Works closely with the Participating Entity's Representative;
- iv. Provides status reports to Judicial Council Project Manager and Participating Entity's Representative as requested;
- v. Manages, prepares, and refines the Contract's end results;
- vi. Proactively assists with resolution of issues with any aspect of the Work;
- vii. Proactively anticipates deviations from Work Authorizations and is responsible for taking immediate corrective action;
- viii. Works with Participating Entity's Representative to manage and coordinate Work; and
- ix. Is responsible for completion of work within constraints of Work Authorizations.

6. Judicial Council Responsibilities

The Project Manager will be responsible for enforcing the terms of this Agreement, communicating statewide issues to all Participating Entities, assisting the Participating Entity's Representative on any Project activities as requested, and escalating issues that cannot be resolved by the Participating Entity and the Contractor for resolution to the Judicial Council's Human Resources Director or its designee.

7. Authority and Approval

The Contractor is not authorized to make final and binding decisions or approvals on behalf of the Judicial Council. As required in this Agreement, the Contractor will obtain the necessary approvals from the Judicial Council Project Manager and or the Business Services Manager as may be required.

END OF EXHIBIT

**EXHIBIT E
ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

EXHIBIT F
CONTRACTOR'S KEY PERSONNEL AND PROJECT STAFF

1. The Contractor's Project Staff shall be comprised of Key Personnel and other Project Staff designated to perform the Work of this Agreement.
2. The following individuals shall be the Key Personnel:

Elyssa Wasserberg, DC, CEES	Managing Consultant, Western Region
Jonathan Puleio, M.Sc., CPE	Director of Consulting
Maribel Loveras	Project Coordinator
Vincent Wang, M.Sc., CPE	Associate Ergonomist
Iris Dulay, B. Sc., AEP	Associate Ergonomist
Caroline Burchell, B.Sc.	Associate Ergonomist
Sheri Rabeie	Ergonomic Specialist

3. The resumes of the Contractor's Key Personnel are included in this Exhibit.

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Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

Elyssa Wasserberg

San Francisco, CA - ewasserberg@hotmail.com - 415.314-3031

PROFILE OF KEY STRENGTHS

- ◆ Adept at blending *needs assessment* expertise with *technical knowledge* and strong *sales ability*.
 - ◆ Able to see the big picture with an entrepreneurial initiative to improve programs, processes and productivity.
 - ◆ Over ten years of successful sales and new business development experience while achieving President's club status.
 - ◆ Exceptional ability to teach and help others in an instructive, encouraging and patient manner.
- Professional Attributes:* competent, innovative, proactive, upbeat, resourceful, insightful, personable, persuasive, organized

PROFESSIONAL EXPERIENCE

Humanscale

Managing Consultant Nov 2015 to present

- Responsible for managing a team of five consultants in the West Region.
- Assess sales representative skill sets, create and maintain individual development plans.
- Develop client engagement and technical training to coach a team of consultants.
- Assist in advancing the consulting process for individual opportunities within West region.
- Provide ergonomic presentations and training programs to client base in Western region.

Environmental and Occupational Risk Management, Inc. (EORM)

Senior Ergonomic Consultant Sept 2014 to Oct 2015

Selected project experience includes:

- Development of onsite ergonomic programs
- Ergonomic task assessments within a variety of different industries including government, tech, law, manufacturing, material handling, transport, and biotech
- Provide train the trainer programs to significantly reduce cost of repeat training to customer
- Development of a back safety training program to growing national energy company and government agency
- Identification of health and safety needs to large client base

Sutter Health

Wellness Consultant/ Employer Relations Specialist Jan 2013 to Sept 2014

Served as a liaison for a large health care delivery system and its programs to the local market.

- Developed and coordinated onsite health initiatives for employers in the bay area.
- Improved employer health costs by developing customized and innovative wellness programs specific for employers' needs and workforce culture.
- Decreased employer responsibility by planning, organizing, and developing health oriented campaigns and promotional events for employer workforce.
- New business development and strategic consulting on health care initiatives to new and existing employers and broker/consultants within specific territory.

Backs in Balance, San Francisco Bay Area

Owner/President 2010 to 2013

- Established and delivered chiropractic and ergonomic/injury prevention services to corporate clients.
- Launched Backs in Balance in 2010 as a way to expand and offer a variety health, safety, and injury prevention services.
- Partner with outside vendors, corporate clients, and worker's compensation/TPA/ self-insured carriers to provide high-quality chiropractic care and a portfolio of ergonomic services.
- Provide patient care, work comp case management, utilization review, and injury prevention training/ergonomic services

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

Concentra, Inc., San Francisco Bay Area

Doctor of Chiropractic/Certified Ergonomic Evaluator/Health Service Sales Manager 2001-2009

Ergonomic/Injury Prevention Program

- Realized significant reductions in employer workplace accidents, claims and premium costs, and increased productivity and employee morale.
- Designed, developed, and delivered thousands of quality ergonomic evaluations and back safety training programs that included customized content based on job task requirements, resulting in a significant cost savings for the client.
- Recognized for creating custom solutions to improve patient well-being and for effectively applying clinical knowledge and experience to creating the new programs.

Chiropractic Program

- Recognized as a key health care provider in the management of work comp claims.
- Designed & developed employer / patient injury prevention programs.
- Designed and implemented the first in-house chiropractic program; driving a broader scope of specialties and improving the quality of patient care.

Sales and Business Development

- Developed and grew new business to over \$1.3M in annual revenue(over \$100K/mo.) in three years with new client sales and account management; maintaining 95% retention rate.

Private Chiropractic Practice, San Francisco Bay Area, CA

Doctor of Chiropractic

1996 to 2001

- Responsible for treating chronic and acute neuro-musculoskeletal injuries for managed care, occupational care, and private insurance, and cash paying patients.
- Performed all aspects of patient care management and treatment; educated and coached patients on nutritional aspects of healthcare, and proactive wellness and injury prevention.
- Managed vendor relations for the Practice and nutritional supplement selection; created an inventory process using Microsoft Excel to ensure in-stock inventory for patients.

EDUCATION

Doctor of Chiropractic - Palmer College of Chiropractic West, Cum Laude
Bachelors of Science Biological Sciences - University of California Davis, Cum Laude
Certified Ergonomic Evaluator Specialist - Roy Matheson & Associates
Certified Biomechanics Specialist-Future Industrial Technologies

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

Jonathan Puleio, M.Sc. CPE

67-40 Yellowstone Blvd. Apt. 2i | Forest Hills, NY | 516.661.3800 | jpuleio@humanscale.com

EDUCATION:

2001 – 2002 **Cornell University, Ithaca, NY**
Department of Design and Environmental Analysis
Masters of Science in Human Factors and Ergonomics
Thesis: Effects of Regulations on Ergonomic Methods Selection: A Comparative Survey of California and New York
Awarded a grant for graduate research on ergonomic standards and a one year teaching assistantship from the College of Human Ecology.

1998 – 2001 **Cornell University, College of Human Ecology, Ithaca, NY**
Department of Design and Environmental Analysis
Bachelor of Science in Human Factors and Ergonomics

RELEVANT COURSEWORK:

Research Methods in Human Environment Relations • Human Factors: Ergonomics, Anthropometrics, and Biomechanics • Human Factors: Ambient Environment • Applied Ergonomic Methods • Independent Empirical Research on Ergonomic Standards • Human Perception • Acoustics and Lighting • Organizational Behavior

EXPERIENCE:

NYU Polytechnic School of Engineering, Brooklyn, NY
Adjunct Professor, Department of Humanities & Social Sciences 2011-present
Responsible for the development of lecture content, examinations and class projects for the undergraduate 3-credit course, 'Human Factors in Engineering Design'.

Humanscale Consulting, New York, NY
Director, Humanscale Consulting 2005-present
Tasked with assembling and managing an international team of Board Certified Professional Ergonomists. Extensive curriculum development, speaking engagements, travel and client training. Developed assessment methodologies and training programs for office, industrial and healthcare settings.

Humanscale Corporation, New York, NY
Senior Ergonomist 2002-2005
Led several research and product design initiatives specific to office ergonomics and the Humanscale product line. Responsible for developing and delivering ergonomic training material throughout the eastern region of the United States and Canada to the Humanscale sales force and to Humanscale clientele. Responsible for conducting workstation evaluations and training for end-users. Represented the organization at all major ergonomic tradeshows and conferences. Extensive public speaking engagements and travel.

Ergonomic Technologies Corporation, Syosset, NY
Research Ergonomist 2000-2002
Applied several risk assessment methodologies including PLIBEL, RULA, OCRA, Snook Tables and NIOSH lifting equations. Participated in ergonomic risk assessments of workplace and industrial environments and conducted usability testing on several products. Assisted with survey construction, testing, and designing of airline seat pans, hand tools, active wrist-top computers, and hand scanners. Became familiar with electromyography, electrogoniometry, pressure mapping devices, lumbar motion monitors, dynamometers, accelerometers, thermal sensing equipment, sound level meters, and light meters.

PUBLICATIONS:

Hedge, A. Puleio, J., Wang, X (2011) "Evaluating the impact of an office ergonomics program." *Proceedings of the Human Factors and Ergonomics Society 55th Annual Meeting*, 594-598.

Puleio, J. "Evaluating Task Seating." *Buildings Magazine*, October, 2006.

Puleio, J. (2005) Is your computer workstation ergonomically designed? *The New York Enterprise Report*, RSL Media

Puleio, J., Hedge, A. (2003) Effects of regulations on the choice of ergonomic methods: A comparative survey of California and New York ergonomists. *A Summit for People and Technology. Proceedings of the Human Factors and Ergonomics Society 47th Annual Meeting*, 1216-1220.

PROFESSIONAL AFFILIATIONS:

Board of Certified Professional Ergonomists, BCPE Certificate No. 1609
Human Factors and Ergonomics Society
AIA & IIDA Certified Presenter

PATENTS:

U.S. Provisional Patent Application No. 60/478,886, filed June 16, 2003, Title: Ergonomic Pointing Device
Taiwanese Patent Application No. 93117221, filed June 16th, 2004, Title: Ergonomic Pointing Device

Maribel Loveras

96-18 40th Rd., Corona NY 11368 • Cellular: (917) 362-0928 • Email: mloveras@gmail.com

Charles River Consultants – New York, NY 6/2001 – 8/2002

Administrative Assistant

- Performed routine administrative functions such as faxing, mailing, answering incoming calls, and maintaining files.
- Coordinated domestic and international travel arrangements, meetings and catering services for corporate meetings.
- Compiled and maintained list of company directory & contacts.
- Performed and coordinated administrative activities by way of retrieving, and integrating information for dissemination to staff and clients.

Manning Selvage & Lee - New York, NY 3/2001 – 6/2001

Receptionist / Administrative Assistant

- Greeted clients at reception area.
- Operated Siemens switchboard telephone system, and maintained internal portable phone system.
- Handled and sorted all courier service deliveries and incoming mail.
- Assisted in the creation of public relations strategies and coordinated high level meetings and community affairs.
- Created, and distributed all correspondence, presentations and spreadsheets.

James Bottari, MD Chiropractic – Great Neck, NY 1/1999 – 8/1999

Front Desk Manager

- Responsible for handling multiple administrative functions such as facilities management, data communications, insurance and human resource services.
- Managed patient scheduling/appointments and testings.
- Applied payments to patient accounts.
- Managed office paper work and data entry.

LTR Central – Queens, NY 4/1997 – 1/1999

Data Entry Clerk

- Managed and executed all data entry of incoming merchandise.
- Primary liaison between vendors and company.
- Oversaw all administrative duties for office.
- Created and maintained filing system.
- Assisted with bookkeeping duties.
- Responsible for petty cash.
- Supervised warehouse personnel and provided support.

EDUCATION

Institute of Allied Medical Professions 9/2001 – 12/2002
Sonography Program

New York Institute of Technology - Manhattan Campus 9/1998 – 5/1999
Associate of Arts

CUNY - Borough of Manhattan Community College 9/1997 – 5/1998
Undergraduate Studies in Liberal Arts

Vincent Xin Wang, MS CPE

649 Front St, 2nd Fl, San Francisco, CA 94111

Cell phone: 646-341-1155 E-mail: vwang@humanscale.com

EDUCATION	<p>Cornell University, Department of Design and Environmental Analysis, Ithaca, NY Master of Science in Human Factors and Ergonomics, <i>January 2008</i></p> <p>Tsinghua University, Department of Industrial Engineering, Beijing, P.R.China Bachelor of Engineering in Industrial Engineering, <i>August 2005</i></p> <p>University of Hong Kong, Hong Kong Full scholarship exchange student to Department of Industrial and Manufacturing Systems Engineering, <i>August 2003 – January 2004</i></p>
CERTIFICATES	<p>Certified Professional Ergonomist Board of Certification in Professional Ergonomics, <i>June 2015</i></p> <p>Associate Ergonomics Professional Board of Certification in Professional Ergonomics, <i>December 2008</i></p>
PUBLICATIONS	<p>Wang, X. and Hedge, A. (2008) A Usability Evaluation of a Laser Projection Virtual Keyboard, <i>Proceedings of the Human Factors and Ergonomics Society 52nd Annual Meeting, New York, Sept.22-26: 537-541</i></p> <p>Hedge, A., Puleio, J. and Wang, V. (2011) Evaluating the impact of an office ergonomics program. <i>Proceedings of the Human Factors and Ergonomics Society 55th Annual Meeting, Las Vegas, NV, September 19-23, 594-598. 136.</i></p>
PATENTS	<p>Accessory Cart, USPTO Application #20130200579 A1, Abernethy, J., Volek, R., Vardar, M., Tsvetanov, L., King, R., Johnston, D., Burn, A., Wang, X., and Puleio, J.</p>
WORK EXPERIENCE	<p>Associate Ergonomist <i>January 2008 - Present</i> <i>Humanscale Consulting, San Francisco, CA</i></p> <ul style="list-style-type: none">• Led the ergonomic training/assessment project for 6000 office workstations for The City of New York, Department of Health and Mental Hygiene• Presented ergonomic trainings and certification classes designed to enhance ergonomic awareness at all levels of an organization• Performed workplace audits to identify risks and areas of improvements through administrative and engineering modifications• Conducted proactive and reactive workstation ergonomic assessments to improve worker comfort level and efficiency in office, lab, and industrial environments• Responsible for developing the Humanscale Consulting practitioner level web-based ergonomic assessment tool and end-user level self-assessment tool <p>Industrial Engineer Intern <i>Summer 2004</i> <i>Foxconn Electronics Inc., Consumer Product Business Group, Shenzhen, P.R.China</i></p> <ul style="list-style-type: none">• Conducted job analyses and proposed ergonomic interventions to one of the Nintendo Game Boy manufacturing lines to reduce injury risk factors and increase work efficiency• Awarded by Foxconn Electronics President for excellent internship performance
RESEARCH EXPERIENCE	<p>Graduate Thesis <i>November 2005 - September 2007</i> <i>Department of Design and Environmental Analysis, Cornell University</i></p> <ul style="list-style-type: none">• Thesis Title: An ergonomic evaluation of a laser virtual keyboard• Conducted usability testing of a new laser virtual keyboard for hand-held devices• Performed quantitative and qualitative assessment of typing performance, learning curve, and user preferences <p>Undergraduate Thesis <i>September 2004 - June 2005</i> <i>Department of Industrial Engineering, Tsinghua University, Beijing, P.R.China</i></p> <ul style="list-style-type: none">• Thesis Title: How will Social Network Service/Software (SNS) change user behavior?• Developed and conducted an online user survey to examine the impact of Internet Social Network Service/Software (SNS) on online/offline interrelationships between users
PROJECT EXPERIENCE	<p>Ergonomics Projects <i>January - May 2006</i> <i>Department of Design and Environmental Analysis, Cornell University</i></p> <ul style="list-style-type: none">• Developed and performed a behavioral observation to investigate student collaborative behaviors in university computer labs• Made design intervention recommendations to Cornell Library Computer Lab in facilitating and promoting student collaborative behavior

Judicial Council of California Standard Agreement
Contract No. MA-201601 with Humanscale Corporation

Iris Naomi Dulay

PROFESSIONAL EXPERIENCE

HUMANSCALE Costa Mesa, California

2014 - Present

Associate Ergonomist, Western Region

- Conduct ergonomic evaluations for client's employees, primarily in Orange County and San Diego County, California.
- Coordinate with designers, architects, and end users to find a suitable ergonomic solution within a reasonable budget.
- Devise and implement individually catered ergonomic programs.
- Conduct private and public ergonomic training seminars, including topics: lift equipment, computer ergonomics, and body mechanics.
- Provide ergonomic lectures to regional professional groups/organizations as an invited guest speaker.
- Help clients with data collection/analysis to help facilitate change management

KAISER PERMANENTE, Downey, California

2008 - 2014

Ergonomic Specialist

- Conduct ergonomic evaluations for staff, nurses and physicians within the Downey Kaiser Permanente service area (5000+ employees).
- Coordinate with vendors and staff to find a suitable solution within a reasonable budget.
- Collaborate with Facilities Services on remodels and new buildings in ensuring that the work environments are designed with ergonomic needs of users.
- Devise and implement innovative plan for ergonomic champions within departments.
- Train staff in various areas including lift equipment, computer ergonomics, and body mechanics.
- Participate in Ergonomic Peer Group to devise plans for common ergonomic issues among different service areas in Southern California region.
- Participate in the National Ergonomics Council of Practice Committee to address common ergonomic and safety issues within the organization on a national level.
- Participate in Healthy Workforce Committee and Downey Dance Rx.
- Started the Kaiser Permanente Dragon Boat Team of Los Angeles.

Highlights:

- Saved more than \$50,000 in redistributing chairs and keyboard trays to needed areas.

AEROSPACE CORPORATION, El Segundo, CA

2007 - 2008

Health and Safety Associate, Contractor

- Conducted ergonomic evaluations of computer workstations.
- Delivered electronic reports to employees and their supervisors.
- Interacted with a diverse range of employees from scientists to department directors.

LEADERSHIP EXPERIENCE

AERODRAGONS Dragon Boat Club, Long Beach, CA

2007 - Present

Assistant Coach

- Compete and coach 60 competitive paddlers at local, national and international events.
- Coach youth dragon boat team.

HUI LOKAHI O KE KAI Outrigger Canoe Club, Long Beach, CA

2009 - Present

Assistant Coach

- Compete and coach 40 club members at local and national events.

SOUTHERN CA DRAGON BOAT CLUB, Long Beach, CA

2009 - 2013

Safety Officer

- Developed, launched, and managed a Safety Program for the dragon boat community in Long Beach consisting of over 1000 members.

EDUCATION

CORNELL UNIVERSITY, Ithaca, NY

2007

Bachelor of Science, College of Human Ecology

Major: Design and Environmental Analysis

Concentration: Human Factors and Ergonomics

Professional Certification: *Certified Associate Ergonomics Professional (CAEP) from Board Certification in Professional Ergonomics*

WORK & VOLUNTEER EXPERIENCE:

Humanscale

May 2015 to Present

Associate Ergonomist

Travel to various client sites in the East & Western Regions.
Evaluate client workstations & provide consulting services.
Make recommendations to clients for improvements.

Introduction to Human-Environment Relations

January to May, 2015

Teaching Assistant

Increased student interest in & appreciation of coursework.
Led discussion sections of issues presented in class.
Facilitated an understanding of course materials.

Human Ecology Career Exploration Center

January 2014 to May 2015

Career Assistant

Guided peers through their career exploration processes.
Conducted resume critiques & outreach activities.
Created career & resource related handouts.

Art Beyond Cornell

January 2011 to May 2015

President

Utilized art as a means of individual expression & growth.
Visited incarcerated residents at the MacCormick Center.

Caroline A. Burchell

649 Front St #2, San Francisco, CA 94111
(415) 470-2324 • cburchell@humanscale.com



EDUCATION:

Cornell University, College of Human Ecology
BS Design & Environmental Analysis,
Concentration in Ergonomics

AWARDS/HONORS:

Outstanding Human Ecology DEA Senior Award
Society of Animal Science Academic Excellence
Syracuse University Award of Recognition

TECHNICAL SKILLS:

Photoshop, Illustrator, InDesign

Empirical Research, Freshman Experience

September to December, 2013

Research Assistant

Analyzed technology use in freshman dining halls.
Assisted Professor Gary Evans & Giyoung Park.
Generated data & converted to Excel format.
Crafted literary review for further analysis.

Mental Health Association, Westchester

May to August, 2013

Community Education & Sterling Center Intern

Observed & led groups within the community center.
Planned public projects, conferences & venues.
Provided support to Sterling Center members.
Edited public information on health services.

SHERI RABEIE

Education

August 2002

California State University, Northridge
MA – Applied Experimental Psychology (**Human Factors and Ergonomics**)
Master's Thesis: Created an original study to investigate the effect of speech cues (human vs. synthesized voice) on short term memory and learning.

Masters Project

Computer GUI Design and Test

- o Interfaced with client (USC) to create a web presence that would maximize usability for the donation's site.
- o Analyzed/researched the end user community to determine the optimal design for web presence.
- o Designed and created website concepts for clients.
- o Tested prototypes for usability.
- o Incorporated test results into prototype redesign.

1999

California State University, Northridge
BA – Psychology

Experience

December 2006 to Present

ERGONOMIC SPECIALIST

- Developed and conducted in depth ergonomic assessments of work space and employees throughout various companies (such as DWP, LAPD, City of LA, Law firms, investment companies, etc.).
- Made recommendations and provided training to employees in order to achieve maximum work efficiency and prevent/reduce repetitive motion injuries.

November 2005 to December 2006

Xerox, El Segundo

HUMAN FACTORS DESIGN ENGINEER

- User Interface Designer, Supporting various programs, Design, analysis, testing, evaluation, documentation, and presentation of Human Factor (HF) findings

October 2003 to November 2005

Boeing, Long Beach, CA

HUMAN FACTORS DESIGN ENGINEER

- Supporting various initiatives for B1 Bomber. Research, analysis, testing, evaluation, documentation, and presentation of Human Factor (HF) findings to all levels of management.
- Develops comprehensive documentation related to findings to government clients.
- Designs and administers detailed questionnaires in support of proposed enhancements based on a combination of observed reactions and objective evaluation of subjects.
- Involved in program changes and enhancements during design phase prior to model/prototype builds.
- Involved in some ergonomic assessments of work space and employees for Business Unit following recent relocation.

SHERI RABEIE

Page 2

- Providing inter-department support on specific issues. Developing and maintaining tools to improve efficiency of work.
- Researches potential HF designs and establishes improved schemes and refines HF designs.

March 2003 to
October 2003

Raytheon, El Segundo, CA
ENVIRONMENTAL ENGINEER

- Developed and conducted in depth ergonomic assessments of work space and employees throughout the company.
- Made recommendations and provided training to employees in order to achieve maximum work efficiency and prevent/reduce repetitive motion injuries.

Summer 2001

Toyota, Inc., Torrance, CA
INDUSTRIAL DESIGNER (Human Factor)

Night Vision

- Evaluated the feasibility and usefulness for the design and development of the night vision feature. Improved the usability of the night vision console for a variety of vehicles.
- Interviewed potential users using standard questionnaires. Participated in the development of content of questionnaires.
- Performed comprehensive assessment test on mental workload and provided human factors support for a variety of programs.
- Made recommendations as to the night vision redesign based upon the usability test results. Project modifications were made to reduce cognitive workload by 50%.
- Performed product testing against test population and observes and documents test subject responses. Developed numerous non-directional questionnaires.

Luggage Accommodation

- Researched the trunk storage activities and tendencies of users.
- Researched the standard dimensions for most popular trunk contents.
- Standardized a list of typical contents.
- Modeled trunk using CAE 3D modeling tool.

Unrelated Experience

1998 to 2002

Prima Center
STORE MANAGER

1995 to 1998

Malibu Comics
EXECUTIVE ASSISTANT

Honors

Dean's List 1998, 1999, 2000
James R. Simpson Scholarship, CSUN, 1999, 2000, 2001

END OF EXHIBIT