



170 17TH. STREET - SUITE B, PACIFIC GROVE, CA 93950 USA
PH: 831-648-8724 · MOBILE: 831-594-8842 · FAX: 831-204-1909
www.worksiteinternational.com

WORKSITE INTERNATIONAL, INC. AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between WORKSITE INTERNATIONAL, Inc. ("WORKSITE INTERNATIONAL" or "WI"), a California Corporation and **Monterey Bay Area Self-Insurance Authority** ("CLIENT"), and is made with reference to the following facts:

WORKSITE INTERNATIONAL is an independent consulting service company providing ergonomics process, design, training, and consulting services. CLIENT desires to hire WORKSITE INTERNATIONAL as an independent consulting firm, and WORKSITE INTERNATIONAL desires to perform the services requested by CLIENT.

The parties agree as follows:

1. WI agrees to provide to CLIENT the services set forth on Schedule "A," attached. The fees charged CLIENT for such services shall be in accordance with the fees set forth on Schedule "A."
2. The term of this agreement is two years with an option to renew it in 2026. Upon entering into this Agreement and prior to WI rendering any services to CLIENT, CLIENT shall pay WI a deposit equal to the amount of one month's consultation services in the amount of **Zero dollars**, (\$0.00) which amount shall be credited toward the total fee for services rendered.

Upon completion of the services to be provided by WI in accordance with this Agreement, the full balance of the agreed upon fee shall be due and payable unless otherwise specified in Schedule "A". All payments under this Agreement shall be made payable to **WORKSITE INTERNATIONAL at 170 17th Street, Suite B, Pacific Grove, CA 93950.**

WI shall provide CLIENT or CLIENT's Agent (Alliant) with a monthly invoice for services rendered. Payment for such services shall be due and payable upon receipt by CLIENT of the monthly statement. If payment in full is not made within thirty (30) days after receipt of the monthly statement, WI at its option, shall have no further obligation to render additional services under this Agreement, and may, at its option, terminate this Agreement. Any Agreement terminated pursuant to this paragraph shall be subject to the below cancellation fee. Any unpaid balance owed WI shall bear interest at the rate of ten percent (10%) per annum.



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This Agreement can be cancelled or withdrawn once executed by both parties with a 30-day written notice. No refunds will be issued to CLIENT for the services or products purchased. If the CLIENT has concerns with the products and/or services, WI will work with CLIENT to try and resolve CLIENT'S concerns consistent with contracted products and services purchased. Service delays, change orders, or extensions caused or requested by the client may result in additional fees.

4. CLIENT acknowledges and agrees that systems, methods, procedures, written and electronic materials, videos, other media and controls (together "Intellectual Property") utilized by WI in the performance of this Agreement are proprietary in nature, and CLIENT agrees not to use, distribute, copy and/or disclose such information to any person or entity outside the organization except as otherwise agreed in writing between the parties. CLIENT, whether a governmental agency, a private employer, or otherwise, if divided into or composed of divisions, departments, sections, agencies, associations, affiliates and/or subsidiaries, agrees that the written materials, video, digital media or other electronic documents accessed through the member portal provided by WI to CLIENT pursuant to this Agreement shall be distributed only as set forth on Schedule "A" and to no other division, department, section, agency, association, affiliate and/or subsidiary of CLIENT without the prior written consent of WI.

5. If an electronic copy of written materials is provided to Client for their own purpose, no changes are to be made without prior written permission from WI. Client releases WI, from any liability for changes made to the documents recorded on that media, unless changes are submitted, reviewed, and approved in writing by WI. In some cases, WI's Intellectual Property may be separately licensed for use based on the license provided. Violation by CLIENT of this paragraph shall constitute a material breach of this Agreement.

6. Worksite International, Inc. is the sole owner of and reserves all rights to its copyrights, trade names, trademarks, service marks, patents and any other right, title or interest in or to the materials presented or made available to you as a result of this agreement. No part of the presentation may be duplicated or copied.

7. The parties intend and agree that WI's relationship to CLIENT shall be that of an independent contractor rendering consulting services, and not as an employee of CLIENT. No partnership, joint venture or agency relationship is created by this Agreement, and neither party shall have the authority to bind the other party or its representative, except as otherwise expressly provided by this Agreement.



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8. CLIENT agrees to indemnify, defend and hold WI harmless against any and all claims, demands and complaints, arising from or incident to the negligent or willful act or omission of CLIENT or CLIENT'S employees, representatives or agents,

including, without limitation, the implementation of the recommendations made by WI.

9. The parties agree that if any dispute arises over the interpretation or performance of this Agreement, that the parties will first attempt to mediate any such dispute informally. If such informal mediation fails, and if the parties mutually agree at the time, the parties may submit the dispute for formal mediation to the Judicial Arbitration and Mediation Services (JAMS), or, such other mediation service as the parties may mutually agree upon. Expenses of such mediation shall be shared equally between the parties.

Should the parties' dispute not be resolved by mediation, and if it becomes necessary to incur legal fees to enforce the parties' obligations under this Agreement, the prevailing party in any such legal action shall be entitled to recover attorneys' fees and costs from the other party.

10. The waiver by WI of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term, or a waiver of a later breach of the same term or other term.

11. Each of the signatories for the Parties represent and warrant that he or she has the full power and authority to enter into the Agreement. The Agreement shall be binding upon the Parties, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be fully severable. All remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the invalid, illegal or unenforceable provision.

12. This Agreement and any other documents referred to herein shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California applicable to instruments, persons and transactions which have legal contacts and relationships solely within the State of California. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. Venue shall lie exclusively in Monterey County, California.

13. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements,



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whether written or oral. This Agreement may not be altered or amended except by an instrument in writing executed by all the Parties hereto. To the extent not modified and amended herein, this Agreement is hereby ratified and remains in full force and effect. This Agreement shall be valid only when signed by Client and WI.

Authorization Signatures:

Dated: 2/8/2024 _____

WORKSITE INTERNATIONAL, INC.

By Alison Heller-Ono
Alison Heller-Ono PT, MSPT, CPE
President/CEO

Dated: 2/5/2024 _____

Client:

By 

Print Name Conor Boughey, MBASIA Program Administrator

Its _____



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SCHEDULE A: 2024-2026 MBASIA

Services	Fees
Initial Ergonomics Screen for non- symptomatic employees (onsite only), new hires. 45-minute evaluation with draft report. Ergo job aids.	\$395.00-\$425.00
Preventive Level I (symptomatic) onsite or remote evaluation with report. One hour onsite or remote video assessment (one hour) with draft report. Ergo job aids.	\$425.00-\$495.00
Ergonomic report final. Includes photo insertion, draft review, ergo product links, vendors.	\$195.00/hour
Consultation rate (hourly) for ergonomics projects, facility planning, ergonomics policy and procedure design support. See page 6 for options.	\$330.00 per hour
Office Ergonomics e-learning course.	\$89.00 per person
Travel	\$85.00 per hour (minimum)
Administration, set up evaluation files, schedule prep, report distribution per visit, emails, questions.	\$127.00 per visit per site

Evaluation Types

1. **Initial Ergo Screen**- most popular (IES) for workstation setup and onboarding, relocation.
2. **Preventive Level I Eval** – most popular (symptomatic, no reported med or WC claim).
3. Onsite or Remote Chair Assessment and Fit (same price as initial screen)
4. Non-occupational medical evaluation (Level 2, request quote).
5. ADAAA reasonable accommodation assessment
6. Job analysis with physical demands
7. Facility planning with ergonomics for department renovation; multiple users.
8. Workers' Compensation medical only (Level 2) or indemnity (Level 3) evaluation AIMS direct pay process.



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Ergonomics Process Policy Development Consultation

For those Cities who want to change from a transactional approach of their ergonomics services to a more process-oriented approach, we recommend developing an ergonomics process policy guidance document for official City policies and procedures. This service can be performed for all cities as a “master” policy or customized for each city based on their desired approach. Several options are available:

Ergonomics Process Policy Development	Master Policy	Individual City Policies
<p>Option 1: Foundational Guidance: Written Ergonomics Process Policy consultation Includes selection of policy components to meet and exceed Cal-OSHA compliance; review of SOPs and essential documents; three virtual meetings consisting of a preliminary data gathering and listening session; Includes two draft reviews to final guidance document. Additional as needed.</p>	<p>\$10,000.00</p> <p><i>2/6/24: The Board did not want a master policy for the group, and asked the City of Hollister to be the pilot.</i></p>	<p>\$3500.00</p>
<p>Option 2: Additional Policy Guidance (Adds to Option 1). Select as one or more. Package 1: Chair standards, sit to stand workstation guidance and remote policy design. Package 2: includes Package 1 + preferred products guide. Additional meetings as needed to develop and approve policies.</p>	<p>Package 1: \$2500.00 Package 2: \$5,000.00</p>	
<p>Option 3: Ergo-Case Tracker Software: Evaluation Case Management, Metrics and ROI tracking. Track up to 50 cases a year.</p>	<p>50 cases/year per city</p>	<p>\$1500.00 each city annual fee.</p>