

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE PERMANENTE MEDICAL GROUP, INC.

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and The Permanente Medical Group, Inc. (TPMG), doing business as Kaiser Permanente On-the-Job, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas it is necessary and desirable that Contractor be retained for the purpose of conducting pre-placement and Occupational Safety and Health Administration (OSHA) mandated physical examinations as well as additional occupational medicine services as detailed in Exhibit A,

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements (applicable if Contractor is not a Covered Entity)

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two million, two hundred thousand dollars (\$2,200,000), with a two-year option to extend in the amount of one million, four hundred eighty thousand dollars (\$1,480,000).

County and Contractor shall mutually monitor the total amount of payments owed to Contractor and shall immediately notify the other party before the maximum payment amount permitted under this Agreement is reached. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024 through June 30, 2027 with one two-year option to be exercised at the County's sole discretion to extend through June 30, 2029.

5. Termination

This Agreement may be terminated by Contractor or by the Director of Human Resources or her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. The notice shall specify the date on which termination shall become effective. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have thirty (30) calendar days after receipt of such notice to respond and a total of thirty (30) calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly, but in no event later than thirty (30) calendar days,

delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law. Notwithstanding the foregoing, this section shall not apply to medical records and any medical record created or modified by Contractor in connection with its provision of services hereunder shall not be considered work product prepared or obtained by Contractor in the performance of this Agreement. Contractor shall retain all rights and title to such medical records.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or reasonable cost, except where such loss or cost is the result of the active negligence or willful misconduct of County and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents,

inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party without the prior written consent of County, or subcontract with a third party to provide services required by Contractor under this Agreement without informing County in advance and receiving County approval. Any such assignment without County's prior written consent, or subcontracting without informing County in advance and receiving County approval, shall give County the right to

automatically and immediately terminate this Agreement without penalty or advance notice. County approval of subcontractors shall not be unreasonably withheld.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained. Contractor shall furnish County with certificates of insurance evidencing the required coverage. Contractor will endeavor to provide thirty (30) days' notice of cancellation of coverage unless replaced with similar coverage.

Notwithstanding any other provision of this Agreement, including but not limited to those contained in this section, such insurance may include alternative risk management programs, including self-insurance or a combination of self-insurance and insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement. County consents to such alternative risk management program, including self-insurance and agrees that, in such case, Contractor cannot provide endorsements or report deductibles, or self-insured retentions, or other requirements that are inconsistent with a program of self-insurance. County also agrees that Contractor's fulfillment of the insurance requirements through alternate risk management programs shall not constitute a breach of this Agreement.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, anyone directly or indirectly employed by them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000

(b) Motor Vehicle Liability Insurance \$1,000,000

(c) Professional Liability \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In lieu of endorsing Contractor's liability policies to name the County, its officers, agents, employees, and servants as additional insureds, Contractor may comply with this requirement via broad based blanket endorsement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and

management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that to the extent any finding of discrimination has been issued against it by the Equal Employment Opportunity Commission, the California Civil Rights Division, or any other civil rights investigative entity ("Civil Rights Agency") in the past 365 days, Contractor has made a good faith effort to cooperate with the Civil Rights Agency on a timely resolution.

g. Reporting; Violation of Non-discrimination Provisions

Contractor will promptly investigate and respond to any complaint issued against it by any Civil Rights Agency if required by the Agency. If any finding of discrimination is issued against Contractor by any Civil Rights Agency, Contractor will make a good faith effort to cooperate with the Civil Rights Agency on a timely resolution and in accordance with the agreements set forth with the Agency.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies that this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit, upon reasonable request, by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and

correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Mimi Del Rosario, Occupational Health Coordinator
Address: County Office Building 455 Redwood City, CA
Telephone: 650-363-4738
Facsimile: 650-363-4864
Email: Mdelrosario1@smcgov.org

In the case of Contractor, to:

Name/Title: Attention Sales Man
Address: Kaiser Permanente
Occupational Health Sales & Account Man
1 Kaiser Plaza, CR1876
Oakland, CA 94612
Email: kpojsamsupport@kp.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to

permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **THE PERMANENTE MEDICAL GROUP, INC.**

 <u>Amanpreet Dhillon (Jun 12, 2024 08:58 PDT)</u>	<u>Jun 12, 2024</u>	<u>Amanpreet Dhillon</u>
Contractor Signature	Date	Contractor Name (please print) Amanpreet Dhillon, MD Medical Director, Occupational Health and Safety, KPOJ-NCAL

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The Contractor will review the County-provided job descriptions, which include essential tasks and environmental factors, and conduct pre-placement in person medical evaluations to determine a job applicant's current limitations in relation to the essential job tasks identified by County, including physical examination taking weight, height and vital signs, vision and hearing screening, and conducting all necessary testing. The examination will include occupational and medical history, including a review of past injuries, illnesses, and disabling claims that are directly related to the applicant's job tasks. All medical examinations will be conducted according to accepted industry and medical standards and according to physical exam protocols in accordance with the Joint Commission on the Accreditation of Healthcare Organizations and the Americans with Disabilities Act of 1990. All examinations of Safety/Badge personnel will follow the Peace Officers Standards and Training (P.O.S.T.) guidelines and Firefighter personnel will follow the National Fire Prevention Association (NFPA) guidelines.

Contractor will also provide the following additional services upon request by County:

- Immunizations and testing for certain job classes, including, but not limited to Hepatitis A, Hepatitis B, Hepatitis C, TB (QuantiFERON Gold blood test), TDAP, Flu, MMR, Varicella, Rubeola and Mumps, Pneumococcal, Rabies, Meningitis (including on-site, as feasible)
- Titers, PSA, CBC Chemistry panel ZPP and lead blood work (including on-site as feasible)
- Chest X-ray for positive TB and Chest X-ray for B reading
- Pulmonary Testing (PFTs) and EKGs
- PPD and QuantiFERON testing (including on-site, as feasible)
- POST Physical Exams
- Firefighter Physical Exams
- Hazardous Worker Exams
- Commercial Driver Exams
- Audiogram and questionnaire
- Respiratory Protection Examination-to determine employee's ability to use respiratory protective equipment (including on-site, as feasible)
- Asbestos Worker Exams
- Pneumococcal vaccines
- Laser Eye Exams
- Lead exposure Exams
- Mass testing/screening at various County worksites upon request
- Blood-borne Pathogen Program vaccinations and treatment
- Additional services agreed upon by the parties.

Where County is requesting a health screening/physical examination of a job applicant/employee, County will provide to Contractor detailed information concerning the

physical requirements for performing the job at issue. This information should include a written job description, including physical and mental requirements and environmental conditions. The examination and any medical conclusions will be based on the information furnished by the County and the examining physician's general understanding of the requirements of the jobs of similar nature. Contractor conducts such examinations with County's assurances that the examination and County medical inquiries are job-related and consistent with the business needs of County, and otherwise comply with all applicable legal obligations.

Based on its health screening/physical examination of a job applicant/employee, Contractor will advise County of the following:

- The applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety, and
- Changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. Contractor will make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based upon the examining physician's general understanding of the job and environment in question, and are not intended to supplant the right of County to determine what modifications are available and reasonable.

Contractor will notify the County Occupational Health Coordinator by email within three (3) business days of completing medical exams and tests. Contractor will transmit exam and test results and any limitations analysis, as discussed above, to the County Occupational Health Coordinator in a written format via email. Contractor will also provide copies of all documentation received and completed for the specific services rendered, to the County, including, but not limited to test results, completed questionnaires, immunization records, complete past records upload/management, complete medical records for all examinations, testing and other services provided with receipt of appropriate authorization.

To the extent that other conditions are identified as part of the above services, Contractor will also: a) notify the applicant/employee of any medical condition identified that the Contractor believes requires further attention, and recommend that the applicant/employee seek medical care from his/her/their personal provider, including notification to the applicant/employee that such follow-up may be the financial responsibility of the applicant/employee, and b) upon authorization of the applicant/employee, Contractor will inform the applicant/employee's personal medical provider by transmitting copies of the medical records created during the visit.

In addition, Contractor:

- Will schedule physical examinations within two (2) business days of being requested by County, with any extension of this time solely at the applicant/employee's request based on their availability, with applicant or employee wait time no longer than 30 minutes from time of appointment to beginning of examination services.
- Will inform County of any irregular or otherwise pertinent test results that require additional testing or services prior to conducting additional testing/services, obtaining

County approval for all referrals for additional examinations or testing other than what is stated in the exam protocol for the job classification.

- Will initiate and/or update and maintain medical/health records on all employees and applicants for whom they provide services including, but not limited to, the following information: (a) health questionnaire, (b) results of all tests, (c) proofs of immunity, (d) examinations, (e) physician consultations and (f) progress notes with rationale for any additional tests or reports outside of the scope of usual examination.
- Will provide recommendations to the County regarding updating current standards, procedures, reporting systems and policies in order to be in compliance with all applicable regulations, laws and guidelines, as well as promoting sound occupational health throughout the County's workforce and advise the County regarding revisions and updates to changes in laws and judicial decisions pertinent to medical screening of candidates and employees, as well as documents and procedures in use in the areas of pre-employment medical examination component protocols, medical standards and guidelines and occupational health policies, procedures and forms.
- Will retain all medical records related to services provided under this agreement, for 30 years in a format that can be sent to the County upon request and available to the County Occupational Health Coordinator, or designee, as requested. Notwithstanding the foregoing, medical records shall not be considered work product prepared or obtained by Contractor in the performance of this Agreement. Contractor shall retain all rights and title to such medical records.
- Will, should the agreement be terminated, make available to the County within thirty (30) days of the termination, the complete medical records for all employees related to services conducted under this Agreement.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Billing Code	Description of Services	Cost of Services
LIGHT/MODERATE WORK, CLERICAL POSITIONS		
PREPLACEMENT EXAM (PP1)		
300388	Preplacement Physical Exam	\$65.00
81001	Urinalysis with microscopy	\$16.00
As Employer Requested:		
86480	QuantiFERON	\$145.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	\$20.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
36415	Venipuncture	\$15.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAB)	\$40.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection

**CLINICAL, HEALTHCARE WORKERS, CORRECTIONS/PROBATIONS OFFICERS
(NOT POST), SUBSTANCE ABUSE COUNSELORS**

PREPLACEMENT EXAM (PP2)

300388	Preplacement Physical Exam	\$65.00
86480	QuantiFERON	\$145.00
36415	Venipuncture	\$15.00
81001	Urinalysis with microscopy	\$16.00
As Employer Requested:		
300415	Respirator Med Clearance/OSHA	\$35.00
300410	Respirator Fit Test, qualitative	\$41.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	\$20.00
94010	Spirometry	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAB)	\$40.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
300408	Physician consultation, each 15 minutes	\$64.00/15 mins

HEAVY WORK, ROAD AND HIGHWAY WORKERS, LABORERS, CONSTRUCTION

PREPLACEMENT EXAM (PP3)

300388	Preplacement Physical Exam	\$65.00
81001	Urinalysis with microscopy	\$16.00
As Employer Requested:		
300415	Respirator Med Clearance/OSHA	\$35.00
300410	Respirator Fit Test, qualitative	\$41.00
92552	Audiogram, screening	\$54.00
85025	CBC with automated differential	\$20.00
80053	Chem Comprehensive Panel	\$41.00
As Clinically Indicated:		
36415	Venipuncture	\$15.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAB)	\$40.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
94010	Spirometry	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
71046	Chest X-Ray, 2 views	\$75.00
300408	Physician consultation, each 15 minutes	\$64.00/15 mins

SIGNIFICANT EXPOSURE TO SOLVENTS, PESTICIDES, ETC., PARKS AND RECREATION, GARDENERS AND AGRICULTURE WORKERS

PREPLACEMENT EXAM (PP4)

300388	Preplacement Physical Exam	\$65.00
85025	CBC with automated differential	\$20.00
80053	Chem Comprehensive Panel	\$41.00
36415	Venipuncture	\$15.00
81001	Urinalysis with microscopy	\$16.00
As Employer Requested:		
300415	Respirator Med Clearance/OSHA	\$35.00
300410	Respirator Fit Test, qualitative	\$41.00
92552	Audiogram, screening	\$54.00
82482	Cholinesterase, RBC	\$31.00
82480	Cholinesterase, Plasma/Serum	\$31.00
As Clinically Indicated:		
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAB)	\$40.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
94010	Spirometry	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
71046	Chest X-Ray, 2 views	\$75.00
300408	Physician consultation, each 15 minutes	\$64.00/15 mins

ANIMAL CONTROL OFFICERS**PREPLACEMENT EXAM (PP5)**

300388	Preplacement Physical Exam	\$65.00
86480	QuantiFERON	\$145.00
36415	Venipuncture	\$15.00
81001	Urinalysis with microscopy	\$16.00
As Employer Requested:		
92552	Audiogram, screening	\$54.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	\$20.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAB)	\$40.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
86382	Titer: Rabies Antibody Testing	\$43.00
90675	Rabies Vaccine, series of 3 injections	\$579.00/injection
300408	Physician consultation, each 15 minutes	\$64.00/15 mins

POLICE/SHERIFF PREPLACEMENT EXAM (POSTPP)		
300399	POST Physical Exam	\$127.00
92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86480	QuantiFERON	\$145.00
80053	Chem Comprehensive Panel	\$41.00
85025	CBC with automated differential	\$20.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86704	Titer: Hepatitis B Core Antibody (HBcAb)	\$31.00
86803	Titer: Hepatitis C Antibody Screen	\$56.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	\$40.00
36415	Venipuncture	\$15.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	\$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
81001	Urinalysis with microscopy	\$16.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
75571	Cardiac calcium scoring CT scan	\$265.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
PUBLIC SAFETY DISPATCHER PREPLACEMENT EXAM (DISPATCH)		
300388	Preplacement Physical Exam	\$65.00
92552	Audiogram, screening	\$54.00

FIREFIGHTER PREPLACEMENT EXAM (FFPP)		
300398	Firefighter Physical Exam	\$127.00
92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00
85025	CBC with automated differential	\$20.00
80053	Chem Comprehensive Panel	\$41.00
36415	Venipuncture	\$15.00
71046	Chest X-Rays (2 views, PA & Lateral)	\$75.00
86480	QuantIFERON	\$145.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86704	Titer: Hepatitis B Core Antibody (HBcAb)	\$31.00
86803	Titer: Hepatitis C Antibody Screen	\$56.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	\$40.00
As Employer Requested:		
300413	Form completion (2 or more pages for DMV/DOT exam if done during the same exam encounter)	\$25.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	\$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
81001	Urinalysis with microscopy	\$16.00
86580	PPD, 1 step, placement and reading	\$20.00
71045	Chest X-Ray, 1 view	\$55.00
75571	Cardiac calcium scoring CT scan	\$265.00
84152	PSA; Prostate Specific Antigen	\$71.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins

FIREFIGHTER ANNUAL / PERIODIC EXAM (FFANN)		
300398	Firefighter Physical Exam	\$127.00
92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00
80053	Chem Comprehensive Panel	\$41.00
85025	CBC with automated differential	\$20.00
36415	Venipuncture	\$15.00
86480	QuantiFERON	\$145.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
As Employer Requested:		
300413	Form completion (2 or more pages for DMV/DOT exam if done during the same exam encounter)	\$25.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	\$20.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
81001	Urinalysis with microscopy	\$16.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	\$40.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
75571	Cardiac calcium scoring CT scan	\$265.00
84152	PSA; Prostate Specific Antigen	\$71.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
HAZMAT BASELINE / ANNUAL / PERIODIC (HAZ)		
300393	Hazardous Worker Exam	\$106.00

92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00
80053	Chem Comprehensive Panel	\$41.00
85025	CBC with automated differential	\$20.00
36415	Venipuncture	\$15.00
As Clinically Indicated:		
71046	Chest X-Ray, 2 views	\$75.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
RESPIRATOR BASELINE / PERIODIC (RESP)		
300415	Review of OSHA Respirator Questionnaire by MD/NP/RN	\$35.00
As Employer Requested:		
300410	Respirator Fit Test, qualitative	\$41.00
As Clinically Indicated:		
300391	Respirator Clearance Physical Exam	\$64.00
94010	Spirometry	\$60.00
71046	Chest X-Ray (2 views)	\$75.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
SURVEILLANCE - AUDIOLOGY		
AUDIOGRAM (AUDIO)		
92552	Audiogram, screening	\$54.00
As Clinically Indicated:		
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
SURVEILLANCE - ASBESTOS		
ASBESTOS BASELINE (ASBESTOS1)		
300394	Asbestos Exposure Physical Exam	\$127.00
94010	Spirometry	\$60.00
71048	Chest X-Ray (4 views, PA/Lat, Oblique Projections)	\$119.00
300419	B Reader Chest X-Ray	\$128.00

82274	Fecal Immunochemical Test – FIT Test	\$35.00
As Clinically Indicated:		
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
ASBESTOS ANNUAL / PERIODIC (ASBESTOS2)		
300394	Asbestos Physical Exam	\$127.00
94010	Spirometry	\$60.00
As Clinically Indicated:		
71048	Chest X-Ray (4 views, PA/Lat, Oblique Projections)	\$119.00
300419	B Reader Chest X-Ray	\$128.00
82274	Fecal Immunochemical Test – FIT Test	\$35.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
SURVEILLANCE - LEAD		
LEAD EXPOSURE - BASELINE (LEAD1)		
300395	Lead Exposure Exam	\$106.00
85025	CBC with automated differential	\$20.00
85008	Blood Smear; microscopic examination without manual differential WBC	\$14.00
83655	Blood Lead	\$30.00
80048*	Chem 7 Panel	\$33.00
84630	ZPP (Zinc)	\$44.00
81001	Urinalysis Gross & Micro	\$16.00
36415	Venipuncture	\$15.00
As Clinically Indicated:		
94010	Spirometry	\$60.00
71046	Chest X-Ray, 2 views	\$75.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
84702	Pregnancy Test	\$35.00
89230	Semen Analysis	\$64.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
LEAD EXPOSURE - ANNUAL / PERIODIC (LEAD2)		
83655	Blood Lead	\$30.00
84630	ZPP (Zinc)	\$44.00
36415	Venipuncture	\$15.00

As Clinically Indicated:		
300395	Lead Exposure Physical Exam	\$106.00
94010	Spirometry	\$60.00
71046	Chest X-Ray, 2 views	\$75.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
84702	Pregnancy Test	\$35.00
89230	Semen Analysis	\$64.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
COMMERCIAL DRIVERS		
DMV/DOT EXAM (DMV/DOT)		
300390	DMV/DOT Physical Exam	\$115.00
As Clinically Indicated:		
92552	Audiogram, screening	\$54.00
DRUG/ALCOHOL SCREENING		
URINE DRUG AND BREATH ALCOHOL TESTING (DRUG)		
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
As Indicated:		
82075	Breath Alcohol Testing (BAT) – Preferred Alliance	Billed by Preferred Alliance
300421	Breath Alcohol Testing (BAT), Confirmatory – Preferred Alliance	Billed by Preferred Alliance
VACCINATION ONLY (VAX)		
300406	History/Review of Tests/Brief Screen - No Physical Exam	\$42.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00

90675	Rabies Vaccine, series of 3 injections	\$579.00/injection
90732	Pneumococcal vaccine injection	\$151.00
90734	Meningococcal Conjugate Vaccine, may need series of 2 injections	\$165.00/injection
LABORATORY ONLY (LAB)		
300406	History/Review of Tests/Brief Screen - No Physical Exam	\$42.00
36415	Venipuncture	\$15.00
As Clinically Indicated:		
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	\$40.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86382	Titer: Rabies Antibody Testing	\$43.00
80053	Chem Comprehensive Panel	\$41.00
85025	CBC with automated differential	\$20.00
82482	Cholinesterase, RBC	\$31.00
82480	Cholinesterase, Plasma/Serum	\$31.00
83655	Blood Lead	\$30.00
84630	ZPP (Zinc)	\$44.00
83015	Heavy Metal Screen (Lead, Mercury, Arsenic)	\$74.00
TB CLEARANCE PPD/QUANTIFERON (PPD/TB CLEARANCE)		
86480	QuantiFERON	\$145.00
36415	Venipuncture	\$15.00
As Clinically Indicated:		
300422	PPD, 2 step, 2 placements and readings	\$30.00
86580	PPD, 1 step, 1 placement and reading	\$20.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
99211	Brief encounter with non-MD Provider (PPD-Review of Symptoms Form)	\$25.00
LASER EYE EXAMS (LASER)		
300403	Laser Exam	\$85.00
As Clinically Indicated:		
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins

ONSITE SERVICES		
ONSITE SERVICES NURSING (ONSITE)		
300418	Site: Nursing Onsite each 15 min.	\$37.00
300412	Administrative Activity	\$60.00/event
As Employer Requested		
300415	Review of OSHA Respirator Questionnaire by MD/NP/RN	\$35.00
86480	QuantiFERON	\$145.00
36415	Venipuncture	\$15.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
ADDITIONAL SERVICES REQUESTED		
300400	Complex Physical Exam	\$127.00
300404	Termination Exam	\$85.00
99172	Vision: Extended/Color	\$40.00
83036	Hemoglobin A1C	\$38.00
84443	TSH/Thyroid Stimulating Hormone	\$65.00
93350	Echocardiogram with Stress Test	\$470.00

Contractor will submit itemized invoices and supporting reports by the 15th business day of the following month via email to HR_Finance@smcgov.org or via mail to:

County of San Mateo – Human Resources
 Attn: Accounts Payable
 455 County Center, 5th Floor
 Redwood City, CA 94063

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

APPLICABLE ONLY IF CONTRACTOR IS NOT DEEMED A COVERED ENTITY

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Sherri L. Rita, JD, CPACC, ADAC

Name of Contractor(s): Kaiser Permanente Northern California

Street Address or P.O. Box: 1800 Harrison Street

City, State, Zip Code: Oakland, CA 94612

I certify that the above information is complete and correct to the best of my knowledge

Signature: Sherri Rita
Sherri Rita (Jun 12, 2024 11:04 PDT)

Title of Authorized Official: Compliance Consultant VI - Sr. Practice Specialist
Civil Rights Coordinator

Date: Jun 12, 2024

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."