

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE PERMANENTE MEDICAL GROUP, INC. DOING BUSINESS AS KAISER-ON-
THE-JOB**

THIS AGREEMENT, entered into this _____ day of June , 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Permanente Medical Group, Inc. doing business as Kaiser-On-The-Job, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing occupational health services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
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 I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein 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 One million three hundred and ninety thousand(\$1,390,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June1, 2014, through May 31, 2017.

This Agreement may be terminated by Contractor, the Director of Human Resources, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials, but not including medical records (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon 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.

6. 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.

7. Hold Harmless

7.1 General Hold Harmless. With respect to services under this Agreement, 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 that may be asserted by any person including Contractor, its officers, agents, employees and/or subcontractors, arising out of negligent acts or willful misconduct of Contractor in connection with this Agreement, but excluding: (1) liabilities due to the sole negligence or willful misconduct of the County, and/or (2) any liability arising as a result of an employment-related dispute (including but not

limited to a lawsuit by an employee of County for employment discrimination based on results of Contractor's services, a lawsuit by an employee of County alleging breach of an employment statute or regulation etc.).

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.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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 ("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; (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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

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 and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **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 any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by 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 amount specified below.

Such insurance shall include:

- (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.

Notwithstanding any other provision of this Agreement including but not limited to those contained on this Section, Contractor, in lieu of any insurance requirements contained herein, may fulfill such insurance obligations through its alternative risk management programs, including self insurance, and County consents to such self insurance and agrees that, in such cases, 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 material breach of this Agreement as set forth in this section.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. 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, and regulations, 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 Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. 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 handicapped individual 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 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.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic

partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R.60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the CountyManager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the CountyManager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records 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 of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as reasonably required by County.

(c) As permitted by and in accordance with applicable law, Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, 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.

14. Merger Clause& Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, 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 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.

16. 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: Scott Johnson/Risk Manager
Address: 455 County Center, Redwood City, CA 94063
Telephone: 650 363 4387
Facsimile: 650 363 4864
Email: sjohnson@smcgov.org

In the case of Contractor, to:

Attention: Sales Manager
Kaiser Permanente
Occupational Health Sales and Account Management
1800 Harrison Street, 9th Floor
Oakland, CA 94612

17. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

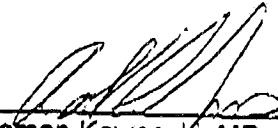
By: _____
President, Board of Supervisors, San
Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

The Permanente Medical Group, Inc. doing business as Kaiser-On-The-Job



Roman Kownacki, MD

Medical Director Occupational Health – NCAL

Date: 6/4/14_____

(Revised 7/1/13)

Exhibit A

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

Conduct Pre-Placement Evaluations to determine a job applicant's current limitations in relation to the essential job tasks identified by the employer. The examination includes occupational and medical history including review of past injuries, illnesses and disabling claims that are directly related to the applicant's job task. The contractor will review the employer job descriptions which include essential tasks and environmental factors. Conduct physical examination taking the weight, height and vital signs of the job applicant. The contractor will also provide vision and hearing screening.

Other responsibilities of the contractor will include the following:

- Immunizations and testing for certain job classes such as Hepatitis A, Hepatitis B, TB and HIV, TDAP, Flu, MMR; Varicella, Rubella, Mumps, including Hepatitis A, B and C Titers, PSA, CBC Chemistry panel, ZPP and Lead blood work.
- Chest X-ray for positive TB and Chest X-ray for B reading
- Pulmonary Testing and EKG
- PPD and Quantiferon testing
- POST Physical Exam
- Firefighter Physical Exams
- HazMat Physical Exams
- DMV Examinations – required every two years to maintain the Class A and Class B Licenses
- Federal Department of Transportation (DOT) Physicals
- Hearing Conservation provided at the time of hire to provide a baseline of the employee's ability to hear
- Audiogram and questionnaire
- Respiratory Protection Examination – to determine the employee's ability to use respiratory protective equipment
- Respiratory Fitness Examination – including complete physical examination with emphasis on respiratory and cardiovascular systems, respirator questionnaire, spirometry and physician interpretation and written clearance
- Asbestos Workers Examination

Where County of San Mateo is requesting a health screening/physical examination of a job applicant/employee, County of San Mateo 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 County of San Mateo and the physician's general understanding of the requirements of the jobs of similar nature. Contractor conducts such examinations with County of San Mateo's assurances that the examination and County of San Mateo's medical inquiries are job-related and consistent with the business needs of County of San Mateo, 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 San Mateo of the following:

a) 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

b) 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 on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of County of San Mateo to determine what modifications are available and reasonable.

To the extent that other conditions are identified, Contractor will also: a) notify the employee/applicant of any medical condition, identified during the limited medical evaluation that County of San Mateo requested, that Contractor believes requires further attention, and recommend that the employee/applicant seek care from his or her personal provider, thereby encouraging health and wellness, leading to a more productive workforce, and b) upon authorization of the employee/applicant, Contractor will inform his or her personal medical provider by transmitting copies of the medical records created during the visit.

Exhibit B

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

OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO County of San Mateo

EXAMS		
300388	Preplacement Physical Exam	\$65.00
300399	POST Physical Exam	\$95.00
300398	Firefighter Physical Exam	\$95.00
300400	Physical Exam-Complex	\$95.00
300391	Respirator Physical Exam	\$60.00
300415	Review of Respirator Questionnaire by MD/NP/RN	\$35.00
94150	Spirometry	\$35.00
300410	Respirator Fit Test, qualitative	\$35.00
300394	Asbestos Exposure Physical Exam	\$85.00
300393	Hazardous Waste/Emergency Worker Physical Exam	\$85.00
300390	DMV/DOT Physical Exam	\$70.00
300397	Fitness for Duty Physical Exam, Initial	\$95.00
300408	Physician Consultation; each additional 15 minutes	\$60.00
97750	Lift Test Evaluation for job placement, each 30 minutes	\$60.00
300418	Onsite Services: Nursing, each 15 minutes	\$30.00
300412	Administrative Activity (for onsite session)	\$60.00
300413	Form completion (2 or more pages) when DMV is requested with a Preplacement Physical Exam	\$25.00
99211	Brief encounter with non-MD provider	\$20.00
90281	Visual Eye Exam in Eye Dept.	\$62.00
300404	Termination or Exit Exam	\$85.00
LABORATORY/SCREENINGS		
36415	Venipuncture	\$15.00
86580	PPD, one placement and one reading (<i>no charge to current KP HP members</i>)	\$20.00
300422	PPD, 2 step, 2 placements and readings (<i>no charge to current KP HP members</i>)	\$30.00
86735	Titer: Mumps antibody screen	\$35.00

86762	Titer: Rubella antibody screen	\$35.00
86765	Titer: Rubella antibody screen	\$35.00
86787	Titer: Varicella antibody screen	\$35.00
86708	Titer: Hepatitis A	\$40.00
86704	Titer: Hepatitis B Core Antibody, HBcAb	\$31.00
86803	Titer: Hepatitis C	\$45.00
86706	Titer: Hepatitis B Surface Antibody, HBsAb	\$31.00
85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
84152	PSA for males (over 40 if family history or African American or as clinically indicated, everyone over 50)	\$53.00
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
84630	ZPP (zinc protoporphyrin)	\$35.00
83655	Blood Lead	\$25.00
86480	QuantIFERON	\$65.00
82482	Cholinesterase, RBC	\$30.00
82480	Cholinesterase, serum	\$30.00
82274	Fecal Immunochemical Test (40+ or as clinically indicated- can be done by personal physician)	\$30.00
84443	TSH/Thyroid Stimulating Hormone	\$49.00
VACCINATIONS		
90707	Vaccine: MMR injection (series of 2 injections if indicated)	\$59.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$80.00/injection
90746	Vaccine: Hepatitis B (series of 3 injections) (no charge to current KP HP members)	\$65.00/injection
90658	Influenza vaccine injection, as vaccine is available, (no charge to current KP HP members)	\$20.00
90715	Vaccine: Tdap	\$40.00
90713	Vaccine: Polio (eIPV) if no prior vaccination	\$40.00
90632	Vaccine: Hepatitis A (series of 2 injections)	\$72.00/injection
90675	Vaccine: Rabies, pre-exposure	\$184.00/injection
DIAGNOSTIC/IMAGING		
92552	Audiogram, screening	\$30.00
94150	Spirometry	\$35.00
71022	Chest X-Ray, four views, frontal and lateral with oblique projections -or-	\$119.00
71010	Chest X-Ray, 1 view	\$55.00
71020	Chest X-Ray, 2 views	\$65.00
300419	Asbestos "B" Reader	\$75.00
93000	EKG Resting	\$50.00

93015	Cardiac Stress Test with Treadmill	\$230.00
300416	Hearing Noise Test (HINT)	\$200.00
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
82075	Breathalyzer, alcohol screen	Billed by Preferred Alliance
300421	Breathalyzer, alcohol confirmatory test (positive screen test)	Billed by Preferred Alliance

Monthly invoices for services actually rendered will be paid on receipt, not to exceed \$276,000 per year in the first three years of the contract and not to exceed \$280,000 per year in each of the possible one year extensions that may amend the contract.

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: Sheri Ann Byrne

Name of Contractor(s): Kaiser Permanente Foundation Health Plan

Street Address or P.O. Box: 1 Kaiser Plaza

City, State, Zip Code: Oakland, CA 94612

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

Signature:



Title of Authorized Official: Executive Account Manager

Date: May 29, 2014

"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."

ATTACHMENT SP**Service Provider Supplemental Attachment**

This attachment is part of the agreement between **The Permanente Medical Group (TPMG)** and the County of San Mateo.

I. Contract Dollar Amount

In no event shall total payment for services under this Agreement exceed \$1,390,000

II. AVAILABILITY OF FUNDS

County may immediately terminate this Agreement based upon 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 funding.

III. EQUAL BENEFITS (check one or more boxes)

- a. Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ Offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ Offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- b. ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- c. Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to offer equal benefits when said agreement expires.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- a. ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- b. ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- c. ☐ Contractor is exempt from this requirement because (check all that apply):
- ☐ The contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to comply when the bargaining agreement expires.
 - ☐ Contractor has no employees.
 - ☐ Contractor has no employees who live in San Mateo County.

V. NON-DISCRIMINATION (check appropriate boxes)

- a. ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- b. ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

VI. HOLD HARMLESS

Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

VII. ELECTRONIC SIGNATURE

Electronic Signature. If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.