

## **CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into this 1st day of September, 2015, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and The Permanente Medical Group, Inc., a California Corporation, whose address is 1800 Harrison Street, 9<sup>th</sup> Floor, Oakland, CA 94612 (the "Consultant"), is made with reference to the following:

### **RECITALS:**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City; and

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

D. City and Consultant desire to enter into an agreement for Occupational Medical Services for the City upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### **1. TERM:**

The term of this Agreement shall commence on the 1st day of September, 2015, and shall terminate on the 30th day of August, 2018, unless terminated earlier as set forth herein. This contract may be amended to add up to two additional three year terms, based upon satisfactory performance by the vendor and upon the discretion and agreement of both parties; provided, however, that with respect to any term beginning on or after July 2, 2018, Consultant may revise the billing rates set forth in Exhibit A with respect to any three-year renewal term. In such event, Consultant shall provide at least sixty (60) days prior written notice to the City of any such change in rates.

### **2. SERVICES TO BE PERFORMED:**

Consultant shall perform as required, each and every service from that list of services set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference, including all incidental services customarily furnished in accordance with generally accepted practice ("the Services"). City retains the right to modify requested services at any time.

**3. COMPENSATION TO CONSULTANT:**

A. Consultant shall be compensated for the Services performed in accordance with this Agreement at the hourly rates set forth in Exhibit A. Payment under this contract shall not exceed \$200,000 for the three year term. Payment shall be made by checks drawn on the treasury of the City.

**B. Additional Services:**

(1) City shall pay Consultant for authorized Additional Services in accordance with the schedule of fees attached hereto as Exhibit A. City shall pay only for Additional Services authorized by the City Manager or designee in writing or requested verbally by City and confirmed in writing by Consultant within five (5) working days.

(2) Consultant and City shall agree upon an estimated not-to-exceed cost for any proposed Additional Services or, in the case of a verbal request, Consultant shall provide City with a written estimated not-to-exceed cost for such Additional Services at least one (1) working day prior to commencing the Additional Services. In no event shall City pay for Additional Services made necessary by Consultant's errors or oversights.

C. Consultant shall not stop or delay performance of Services under this Agreement on account of payment disputes with City, provided that City continues to make payment of undisputed amounts.

**4. SCHEDULE FOR PERFORMANCE:**

Time is of the essence regarding the performance of this Agreement. Consultant shall promptly commence performance of the Services upon execution of this Agreement, and shall diligently pursue performance of the Services until completion.

**5. STANDARDS OF CARE AND SAFETY REQUIREMENTS:**

A. Consultant agrees to perform all the Services in a manner at least equal to the prevailing standards of like professionals in the San Francisco Bay Area and agrees that the Services shall be performed by qualified and experienced personnel who are not employed by the City and have no contractual relationship with City.

B. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of the Services under this Agreement.

C. The Services performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Consultant when unsafe or harmful acts or conditions are observed or documented relative to the performance of the Services.

D. Consultant shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Consultant, which is not a result of his or her operations, shall immediately be documented to City.

**6. INDEPENDENT PARTIES:**

City and Consultant intend that the Consultant's status under this Agreement is that of an independent contractor as defined in Labor Code Section 3353. The manner and means of conducting the Services are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**8. NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. LOCAL HIRE REQUIREMENTS:**

Consultant acknowledges the City's local preference policies set forth in Alameda Municipal Code Sections 2-62.1-.6 (extending City contract award preferences to local businesses with fixed addresses in the City), and will comply with any local hiring requirements set forth by the funding source of the contract and/or all applicable law.

**10. HOLD HARMLESS:**

A. Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including

reasonable attorneys' fees ("Claims"), arising out of negligent acts or willful misconduct of Consultant in connection with this agreement, but excluding: (1) liabilities due to the sole negligence or willful misconduct of City, 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 City for employment discrimination based on results of Consultant's services, a lawsuit by an employee of City alleging breach of an employment statute or regulation, etc.). If Claims are filed against Indemnities which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnities for the costs of defense even if negligence is not found on the part of Consultant.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section 10.

C. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations described in this Section 10, which shall apply whether or not such insurance policies are applicable to a claim or damages.

## **11. INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 11 A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates. Notwithstanding any other provision of this Agreement, including but not limited to those contained in this Paragraph 11, Consultant, in lieu of any insurance requirements contained herein, may fulfill such insurance obligations through its alternative risk management programs, including self-insurance, and City consents to such self-insurance and agrees that, in such case, Consultant cannot provide endorsements or report deductibles, or self-insured retentions, or other requirements that are inconsistent with a program of self-insurance. City also agrees that Consultant's fulfillment of the insurance requirements through alternative risk management programs shall not constitute a breach of this Agreement.

### **A. COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation and Employers' Liability:** Statutory coverage as required by the State of California.

(2) **General Liability:** Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence  
\$2,000,000 aggregate

Property Damage: \$1,000,000 each occurrence  
\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:** Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) **Professional Liability:** Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of itself and any insurer providing comprehensive general and automotive liability insurance to Consultant with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:** City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured by endorsement under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:** The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

**12. CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the Services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**13. PROHIBITION AGAINST TRANSFERS:**

A. Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

B. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**14. SUBCONSULTANT APPROVAL:**

A. Unless prior written consent from City is obtained, only those people and subconsultants whose names and resumes are attached to this Agreement as Exhibit D shall be used in the performance of this Agreement.

B. In the event that Consultant employs subconsultants, such subconsultants shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**15. PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of Services hereunder.

**16. OWNERSHIP OF DOCUMENTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Document," reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Document required by this Agreement and shall execute appropriate documents to assign to City the copyright to Documents created pursuant to this Agreement. Any Document, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City. Notwithstanding the foregoing, this Paragraph 16 shall not apply to medical records, and any medical record created or modified by Consultant in connection with its provision of services hereunder shall not be considered a Document or a work product reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement. Consultant shall retain all rights and title to such medical records.

B. City's ownership interest in the Documents includes the following single, exclusive license from Consultant for the Project: Consultant, for itself, its employees, heirs, successors and assigns, hereby grants (and if any subsequent grant is necessary, agrees to grant) to City an irrevocable, perpetual, royalty-free, fully paid-up, sole and exclusive license and right to use and exercise any and all of the copyrights or other intellectual property rights that Consultant may author or create, alone or jointly with others, in or with respect to the Documents, including without limitation all drawings, designs and graphic representations. City's license shall include the right to sublicense, shall be for all purposes with respect to each right of copyright, and shall be without restriction.

C. All Documents prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

D. Consultant shall, at such time and in such form as City may require, furnish Documents concerning the status of services required under this Agreement.

E. All Documents required to be provided by this Agreement shall be printed on recycled paper. All Documents shall be copied on both sides of the paper except for one original, which shall be single sided.

F. All Documents, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the

Consultant or the City without the written consent of the City before any such release, unless otherwise required by law.

**17. RECORDS:**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

B. Consultant shall maintain adequate records of the Services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

C. If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

D. Pursuant to California Government Code Section 8546.7, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

**18. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda  
2263 Santa Clara Avenue  
Alameda CA 94501  
Attention: Human Resources Analyst cc: City Attorney's Office

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:



Kaiser Permanente  
Occupational Health, Sales Mgr.  
1800 Harrison Street, 9<sup>th</sup> Floor  
Oakland, CA 94612

The parties must designate, in writing, any change in the individual to who notice is to be addressed. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

**19. SUSPENSION AND TERMINATION:**

A. The City may suspend this Agreement and Consultant's performance of the Services, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

B. If Consultant at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

C. If Consultant fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents (as defined in Section 16) or other materials (in paper and electronic form) prepared or used by Consultant in connection with the Project and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with this Agreement.

D. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are complete. At that time, if the expenses incurred by City in obtaining Services for the Project exceed such unpaid balance, then Consultant shall promptly pay to City the amount by which such expense exceeds the unpaid balance of the Not-to-Exceed Amount. The expense referred to in the previous sentence shall include expenses incurred by City in causing the services called for under this Agreement to be provided by others, for

attorneys' fees, and for any costs or damages sustained by City by reason of Consultant's default or defective work.

E. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant. Consultant shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving sixty (60) days' prior written notice to City as provided herein. In the event of termination without cause, Consultant shall be entitled to payment which shall be calculated as follows: (1) Payment for Basic Services then satisfactorily completed and accepted by City, such acceptance not to be unreasonably withheld, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, such acceptance not to be unreasonably withheld, plus (3) Reimbursable Expenses actually incurred by Consultant, as approved by City. In no event will Consultant be paid more than the Not to Exceed Amount. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against City or the Project for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 3 shall be applicable in the event of a termination for convenience.

F. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section, paragraph E and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

## **20. COMPLIANCE WITH LAW:**

Consultant shall comply with all state or federal laws and regulations as well as all ordinances, rules and regulations enacted or issued by City (collectively, "Applicable Laws").

## **21. CONFLICT OF LAW:**

A. This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

B. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

## **22. ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

This Agreement, including exhibits, represents the full and complete understanding of every kind or nature whatsoever between the parties hereto with regard to the Services, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

**TABLE OF EXHIBITS**

Exhibit A	Scope of Services/ Compensation
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**25. INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.


**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

The Permanente Medical Group, Inc.,  
a California Corporation,

CITY OF ALAMEDA,  
a Municipal Corporation

  
Chris Palkowski, M.D.  
Chair of the Board

\_\_\_\_\_  
Elizabeth Warmerdam  
Interim City Manager

  
Gerard Bajada  
Chief Financial Officer

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael H. Roush", written over a horizontal line.

Janet C. Kern  
City Attorney

RECOMMENDED FOR APPROVAL:

A handwritten signature in blue ink, appearing to read "Stephanie Garrabrant-Sierra", written over a horizontal line.

Stephanie Garrabrant-Sierra  
Administrative Services Director

**Exhibit A**
**OCCUPATIONAL HEALTH INJURY AND ILLNESS CARE TO BE PROVIDED TO City of Alameda**

Services will be provided to City of Alameda as follows:

The Permanente Medical Group (TPMG) will provide Occupational Health Injury and Illness care to City of Alameda employees. TPMG will facilitate care and meet all medical reporting requirements in accordance with the rules and regulations promulgated by the California Division of Workers' Compensation.

TPMG will work collaboratively with your Third Party Administrator to ensure that appropriate medical treatment is provided to injured workers and medical reports are submitted in accordance with DWC requirements.

TPMG will work with your Third Party Administrator to identify your utilization review service requirements and implement processes in accordance with the agreements.

TPMG or its designee accepts reimbursement at the California Official Medical Fee Schedule rate. We will cooperate with your Third Party Administrator to provide the necessary billing invoices and medical documentation to support billing and reimbursement.

**OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO City of Alameda**

Services will be provided to City of Alameda as follows:

Billing Code	Description of Services	Cost of Services
<b>PREPLACEMENT EXAM (PP)</b>		
300388	Preplacement Physical Exam	\$65.00
<b>FITNESS FOR DUTY/RETURN TO WORK (FFD/RTW)</b>		
300397	Fitness for Duty Physical Exam, initial	\$95.00
<b>As Clinically Indicated:</b>		
300408	Physician Consultation; each additional 15 minutes	\$60.00
<b>PREPLACEMENT EXAM (POSTPP)</b>		
300399	POST Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86580	PPD, one placement and one reading ( <i>no charge to current KP HP members</i> )	\$20.00



85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
86704	Titer: Hepatitis B Core Antibody, HBcAb	\$31.00
86803	Titer: Hepatitis C	\$45.00
36415	Venipuncture	\$15.00
<b>As Clinically Indicated:</b>		
90746	Vaccine: Hepatitis B ( <i>series of 3 injections</i> )( <i>no charge to current KP HP members</i> )	\$94.00/injection
90707	Vaccine: MMR injection (series of 2 injections, if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(series of 2 injections if indicated)	\$132.00/injection
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
90658	Vaccine: Influenza; flu (when seasonally available)( <i>no charge to current KP HP members</i> )	\$20.00
90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	\$63.00
<b>FIREFIGHTER PREPLACEMENT EXAM (FFPP)</b>		
300398	Firefighter Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
300422	PPD, 2 step, 2 placements and readings ( <i>no charge to current KP HP members</i> )	\$30.00
71020	Chest X-Ray, 2 views (baseline)	\$65.00
85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
86704	Titer: Hepatitis B Core Antibody, HBcAb	\$31.00
86803	Titer: Hepatitis C	\$45.00
36415	Venipuncture	\$15.00
93000	EKG, resting -and-	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
<b>As Clinically Indicated:</b>		
90746	Vaccine: Hepatitis B ( <i>series of 3 injections</i> ) ( <i>no charge to current KP HP members</i> )	\$94.00/injection
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection
90707	Vaccine: MMR injection (series of 2 injections, if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(series of 2 injections if indicated)	\$132.00/injection
90658	Vaccine: Influenza; flu (when seasonally available)( <i>no charge to current KP HP members</i> )	\$20.00

90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	\$63.00
90713	Vaccine: Polio (eiPV) if no prior vaccination	\$40.00
86580	PPD, one placement and one reading <i>(no charge to current KP HP members)</i>	\$20.00
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
<b>DRUG SCREEN (DRUG)</b>		
99000	Collection for Drug Screen  <b>Kaiser On-the-Job is collection site only. Collection only during clinic business hours.</b>	Billed by Preferred Alliance
<b>As Indicated:</b>		
82075	Breathalyzer, alcohol screen	\$30.00
300421	Breathalyzer, alcohol confirmatory test (positive screen test)	\$30.00
<b>VACCINATION ONLY</b>		
90746	Vaccine: Hepatitis B <i>(series of 3 injections) (no charge to current KP HP members)</i>	\$94.00/injection
<b>ANNUAL PPD, PLACEMENT AND READING Only</b>		
86580	PPD, one placement and one reading <i>(no charge to current KP HP members)</i>	\$20.00
<b>As Clinically Indicated:</b>		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
300422	PPD, 2 step, 2 placements and readings <i>(no charge to current KP HP members)</i>	\$30.00
99211	Brief encounter with non-MD Provider <b>(PPD-Review Of Symptoms Form)</b>	\$20.00
<b>DMV/DOT EXAM (DMV)</b>		
300390	DMV/DOT Physical Exam	\$115.00
<b>RESPIRATOR MEDICAL EVALUATION- BASELINE/ ANNUAL (RESP) (with RESP Fit testing)</b>		
300415	Review of Respirator Questionnaire by MD/NP/RN	\$35.00
300410	Respirator Fit Test, qualitative	\$35.00
<b>As Clinically Indicated:</b>		
71020	Chest X-Ray (2 views)	\$65.00



300391	Respirator Physical Exam	\$60.00
93015	Cardiac Stress Test with Treadmill	\$230.00
94010	Spirometry	\$35.00
<b>ONSITE SERVICES NURSING</b>		
300418	Site: Nursing Onsite each 15 min. (minimum one hour)	\$30.00
300412	Administrative Activity	\$60.00
	<b><i>Services will be determined prior to scheduling</i></b>	

If City of Alameda is requesting a health screening/physical examination of a job applicant/employee, City of Alameda will provide to TPMG 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 City of Alameda and the physician's general understanding of the requirements of the jobs of similar nature. TPMG conducts such examinations with City of Alameda's assurances that the examination and City of Alameda's medical inquiries are job-related and consistent with the business needs of City of Alameda, and otherwise comply with all applicable legal obligations.

Based on its health screening/physical examination of a job applicant/employee, TPMG will advise City of Alameda 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. TPMG 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 City of Alameda to determine what modifications are available and reasonable.

To the extent that other conditions are identified, TPMG will also: a) notify the employee/applicant of any medical condition, identified during the limited medical evaluation that City of Alameda requested, that TPMG 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, TPMG will inform his or her personal medical provider by transmitting copies of the medical records created during the visit.

TPMG will maintain a medical record, for each individual that will contain records of employer requested services, in addition to past, present and future services requested by the employee/applicant.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
10171-TPMG-CAS-2015 GLALW CA	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Safety National Casualty Corp. NAIC #: 15105 INSURER B: Lexington Insurance Company NAIC #: 19437 INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> KAISER FOUNDATION HEALTH PLAN, INC. KAISER FOUNDATION HOSPITALS ONE KAISER PLAZA, 25B OAKLAND, CA 94612	

**COVERAGES**

CERTIFICATE NUMBER:

SEA-002602465-01

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	GL4048017	01/01/2015	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<b>CITY OF ALAMEDA</b> Risk Management <i>Lucretia Akil</i> Date <u>7-8-15</u> Lucretia Akil, City Risk Manager			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	SP4052403 S.I.R. \$5,000,000	01/01/2015	01/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E L EACH ACCIDENT \$ 5,000,000 E L DISEASE - EA EMPLOYEE \$ 5,000,000 E L DISEASE - POLICY LIMIT \$ 5,000,000
B	<b>EXCESS AUTOMOBILE LIABILITY</b>		048563338 S.I.R. \$1,000,000	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF ALAMEDA, ITS COUNCIL, OFFICERS, EMPLOYEES, VOLUNTEERS, BOARD, AND COMMISSIONS ARE ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY SOLELY AS RESPECTS WORK PERFORMED BY OR FOR THE NAMED INSURED IN CONNECTION WITH THE CONTRACT AGREEMENT.

**CERTIFICATE HOLDER****CANCELLATION**CITY OF ALAMEDA  
2253 SANTA CLARA AVENUE, ROOM 190  
ALAMEDA, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services

Myrna Lee

*Myrna Lee*

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## EVIDENCE OF COVERAGE - CREDENTIALING

ISSUE DATE (MM/DD/YY)  
3/19/15

## SPONSOR

Kaiser Foundation Health Plan, Inc.  
Attention: Corporate Risk Management  
One Kaiser Plaza, 25B  
Oakland, CA 94612Telephone: 510-271-2617  
Email: corporate.risk.management@kp.org

CODE PPL

SUB-CODE PL

## COVERED ENTITIES

Kaiser Foundation Health Plan, Inc.  
Kaiser Foundation HospitalsTHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND  
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE  
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE ARRANGEMENTS  
SET FORTH BELOW.

## COVERAGE AFFORDED

LETTER A

Self-insured

## COVERAGES

CO LIR	TYPE OF COVERAGE	DESCRIPTION	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Hospital/Physician/Professional Liability	Self-Insured	01/01/15	01/01/16	Each Occurrence: \$5,000,000 Annual Aggregate: None

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

This certificate provides evidence of professional liability coverage for the above named entities. The Permanente Medical Group is an indemnified party.

## CERTIFICATE HOLDER

City of Alameda  
2263 Santa Clara Avenue, Room 190  
Alameda, CA 94501


## CANCELLATION

NOT APPLICABLE

AUTHORIZED REPRESENTATIVE



Janice Murphy

**CITY OF ALAMEDA**  
Risk Management  
  
Date 7-8-15  
Lucretia Akil, City Risk Manager



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:


1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF ALAMEDA  
Risk Management  
  
Date 7-8-15  
Lucretia Akil, City Risk Manager