ORIGINAL

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, 9th 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 31st 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, 9th 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

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,

Chris Palkowski, M.D.
Chair of the Board

Gerard Bajada
Chief Financial Officer

CITY OF ALAMEDA,
a Municipal Corporation

Elizabeth Warmerdam
Interim City Manager

APPROVED AS TO FORM:

Janet C. Kern
City Attorney

RECOMMENDED FOR APPROVAL:

Stephanie Garrabrant-Sierra
Administrative Services Director

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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
PREPLACEMENT EXAM (PP)		
300388	Preplacement Physical Exam	$65.00
FITNESS FOR DUTY/RETURN TO WORK (FFD/RTW)		
300397	Fitness for Duty Physical Exam, initial	$95.00
As Clinically Indicated:		
300408	Physician Consultation; each additional 15 minutes	$60.00
PREPLACEMENT EXAM (POSTPP)		
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 *(no charge to current KP HP members)*	$20.00

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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
As Clinically Indicated:		
90746	Vaccine: Hepatitis B *(series of 3 injections)(no charge to current KP HP members)*	$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)*(no charge to current KP HP members)*	$20.00
90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	$63.00
FIREFIGHTER PREPLACEMENT EXAM (FFPP)		
300398	Firefighter Physical Exam	$95.00
92552	Audiogram, screening	$30.00
94010	Spirometry	$35.00
300422	PPD, 2 step, 2 placements and readings *(no charge to current KP HP members)*	$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
As Clinically Indicated:		
90746	Vaccine: Hepatitis B *(series of 3 injections) (no charge to current KP HP members)*	$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)*(no charge to current KP HP members)*	$20.00

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

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

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.

POLICY NUMBER: GL 4048017

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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.

© Insurance Services Office, Inc., 2012

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).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 10171-TPMG-CAS-2016 GLALW CA	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED KAISER FOUNDATION HEALTH PLAN, INC. KAISER FOUNDATION HOSPITALS ONE KAISER PLAZA, 25B OAKLAND, CA 94612	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Safety National Casualty Corp. — 15105 **INSURER B:** Lexington Insurance Company — 19437 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		GL4048017	01/01/2015	01/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SP4052403 S.I.R. $5,000,000	01/01/2015	01/01/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	EXCESS AUTOMOBILE LIABILITY			048883338 S.I.R. $1,000,000	01/01/2015	01/01/2016	EACH OCCURRENCE AGGREGATE	1,000,000 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 INSUREDS UNDER THE GENERAL LIABILITY POLICY SOLELY AS RESPECTS WORK PERFORMED BY OR FOR THE NAMED INSURED IN CONNECTION WITH THE CONTRACT AGREEMENT.

CERTIFICATE HOLDER

CITY OF ALAMEDA
2263 SANTA CLARA AVENUE, ROOM 190
ALAMEDA, CA 94501

CANCELLATION

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

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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 94612

Telephone: 510-271-2617
Email: corporate.risk.management@kp.org

CODE PPL **SUB-CODE PL**

COVERED ENTITIES

Kaiser Foundation Health Plan, Inc.
Kaiser Foundation Hospitals

THIS 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 LTR	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: Annual Aggregate:	$5,000,000 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

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
The Permanente Medical Group, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
File 50016

Requester's name and address (optional)

City, state, and ZIP code
Los Angeles, CA 90074-0016

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
9 4 - 2 7 2 8 4 8 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6.5.15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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).

PRODUCER
MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94104

10171-TPMG-CAS-2016 GLALW CA

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corp.	15105
INSURER B : Lexington Insurance Company	19437
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	X		GL4048017	01/01/2015	01/01/2016	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			SP4052403	01/01/2015	01/01/2017	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		S.I.R. $5,000,000			E.L. EACH ACCIDENT	$ 5,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 5,000,000
B	EXCESS AUTOMOBILE LIABILITY			048883338	01/01/2015	01/01/2016	EACH OCCURRENCE	1,000,000
				S.I.R. $1,000,000			AGGREGATE	1,000,000

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

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 INSUREDS UNDER THE GENERAL LIABILITY POLICY SOLELY AS RESPECTS WORK PERFORMED BY OR FOR THE NAMED INSURED IN CONNECTION WITH THE CONTRACT AGREEMENT.

CERTIFICATE HOLDER
CITY OF ALAMEDA
2263 SANTA CLARA AVENUE, ROOM 190
ALAMEDA, CA 94501

CANCELLATION
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

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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 94612

Telephone: 510-271-2617
Email: corporate.risk.management@kp.org

CODE PPL **SUB-CODE** PL

COVERED ENTITIES

Kaiser Foundation Health Plan, Inc.
Kaiser Foundation Hospitals

THIS 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 LTR	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: Annual Aggregate:	$5,000,000 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

KPCRMEOC (2014 11 17)

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

POLICY NUMBER: GL 4048017

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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

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