

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
KAISER ON-THE-JOB**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KAISER ON- THE-JOB hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of OCCUPATIONAL HEALTH CLINIC

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$660,000.00

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 01, 2011 through December 31, 2013.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

KOJ requested this language in their short contract: With respect to services under this agreement, Contractor agrees to indemnify and save harmless County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, and description, that may be asserted by any person including Contractor, its officers, agents, employees and/or subcontractors, arising out of negligent acts or willful misconduct of Contractor in connection with this Agreement, but excluding: (1) liabilities due to the sole negligence or willful misconduct of the County, and/or (2) any liability arising as a result of an employment-related dispute (including but not limited to a lawsuit by an employee of County for employment discrimination based on results of Contractor's services, a lawsuit by an employee of County alleging breach of an employment statute or regulation etc.)

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

Notwithstanding any other provision of this Agreement including but not limited to those contained on this section, Contractor, in lieu of any insurance requirements contained herein, may fulfill such insurance obligations through its alternative risk management programs, including self insurance, and County consents to such self insurance and agrees that, in such cases, Contractor cannot provide endorsements or report deductibles, or self-insured retentions, or other requirements that are inconsistent with a program of self insurance. County also agrees that Contractor's fulfillment of the insurance requirements through alternate risk management programs shall not constitute a material breach of this Agreement as set forth in this section.

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

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:
Scott Johnson, Risk Manager
County of San Mateo
455 County Center 5th Floor
Redwood City, CA 94063
650-363-4387
650-363-4864 (fax)

In the case of Contractor, to:
Kaiser Permanente
Occupational Health Sales and Account Management
1800 Harrison St, 9th Floor
Oakland, CA 94612
Atten: MPN Coordinator
Telephone: 1-888-KOJ-WORK
Facsimile: 1-510-625-3656

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Kaiser On-the-Job



Contractor's Signature

Date: 3/31/11

Long Form Agreement/Business Associate v 8/19/08

Exhibit "A"

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

See Attachment: Exhibit "A"

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

See Attachment: Exhibit "B"

Exhibit "A"

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

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

Other responsibilities of the contractor will include the following:

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

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

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

a) the applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety, and

b) changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. Contractor will make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of County of San Mateo to determine what modifications are available and reasonable.

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

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the attached fee schedule.

The Contractor will submit a monthly invoice to the County of San Mateo for services rendered during the previous month.

The County shall pay the contractor for services as set forth in the Exhibit B (see attachment) and not to exceed annual amount of contract.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

Exhibit B

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

Services will be provided to County of San Mateo as follows:

Item	Fee Code	Description of Services	Cost of Services
EXAMS			
1.	08510.05	Preplacement Physical Exam	\$65.00
2.	08999.32	POST Physical Exam	\$95.00
3.	08999.31	Firefighter Physical Exam	\$95.00
4.	08510.21	Respirator Physical Exam WITH Spirometry	\$85.00
5.	08510.20	Respirator Physical Exam WITHOUT Spirometry	\$60.00
6.	08510.22	Respirator Fit Test	\$35.00
7.	08510.30	Asbestos Exposure Physical Exam	\$85.00
8.	08550.00	Hazardous Waste/Emergency Worker Physical Exam	\$85.00
9.	08510.15	DMV/DOT Physical Exam	\$70.00
10.	08510.40	Fitness for Duty Physical Exam	\$95.00 first ½ Hr.
11.	08660.25	Physician Consultation – per hour	\$240.00/hour
12.	08660.26	Physician Consultation - per each additional 15 minutes time.	\$60/15 min
13.	08955.10	Tonometry/glaucoma screening by Ophthalmology	\$62.00
14.	08955.05	Visual screen – advanced color	\$25.00
15.	08542.05	Review of Respirator Questionnaire by MD/NP/RN	\$35.00
16.	08999.01	Form Completion (2 or more pages)	\$25.00
17.	08650.00	Functional Capacity Evaluation by PT (lift test)	\$60.00/½ Hr.
LABS			
18.	08600.00	Venipuncture	\$15.00
19.	08700.00	PPD <i>(N/C to KP Health Plan Members)</i>	\$20.00
20.	08700.02	PPD, with two injections of the TB antigen, and two readings <i>(N/C to KP Health Plan Member)</i>	\$30.00
21.	08999.28	Quantaferon	\$65.00
22.	08600.01	CBC with automated differential	\$15.00
23.	08600.02	Chemistry Panel 2-7 tests	\$24.00
24.	08600.03	Chemistry Panel 8-20 tests	\$35.00
25.	08600.07	ZPP (zinc protoporphyrin)	\$35.00
26.	08623.00	PSA for males (age 50+)	\$53.00
27.	08600.06	Urinalysis with microscopic	\$15.00
28.	08614.00	Titers: Hepatitis A	\$40.00
29.	08615.00	Titers: Hepatitis B	\$31.00

30.	08615.01	Titers: Hepatitis C	\$45.00
31.	08600.10	Titers: Rubeola antibody screen	\$35.00
32.	08600.11	Titers: Varicella antibody screen	\$35.00
33.	08600.20	Titers: Mumps antibody screen	\$35.00
34.	08600.12	Titers: Rubella antibody screen	\$35.00
35.	08601.00	Cholinesterase, RBC	\$30.00
36.	08901.00	Cholinesterase, serum	\$30.00
37.	08610.00	Occult blood, stool	\$20.00
VACCINATIONS			
38.	08706.05	Vaccine: MMR injection (series of 2 injections, if indicated)	\$59.00/injection
39.	08706.01	Vaccine: Rubeola (measles)(series of 2 injections, if indicated)	\$23.00/injection
40.	08705.00	Vaccine: Varicella (chickenpox)(series of 2 injections, if indicated)	\$80.00/injection
41.	08700.20	Vaccine: Hepatitis A)(series of 2 injections)	\$72.00/injection
42.	08700.01	Vaccine: Hepatitis B (series of 3 injections) <i>N/C to KP Health Plan Member</i>	\$65.00/injection
43.	08999.29	Vaccine: TdaP (tetanus, diphtheria, pertussis)	\$40.00
DIAGNOSTIC/IMAGING			
44.	08950.00	Audiogram, screening	\$30.00
45.	08850.00	EKG, resting	\$50.00
46.	08850.01	Cardiac Stress Test with Treadmill	\$230.00
47.	08900.01	Spirometry	\$35.00
48.	08625.12	Asbestos "B" Reader	\$60.00
49.	008955.06	Hearing Noise Test (HINT)	\$200.00
50.	08550.01	Chest X-Ray for positive PPD (PA and Lateral)	\$65.00
51.	08550.02	Chest X-Ray, two view, frontal and lateral with oblique projections	\$119.00

CERTIFICATE OF COMPREHENSIVE SELF-INSURANCE COVERAGE

ISSUE DATE (MM/DD/YY)

04/18/11

PRODUCER

Kaiser Permanente Medical Care Program
 Attention: Corporate Risk Management
 One Kaiser Plaza, 26B
 Oakland, CA 94612

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

CODE SUB-CODE

COVERED ENTITIES

Kaiser Foundation Health Plan, Inc.
 Kaiser Foundation Hospitals
 The Permanente Medical Group, Inc.

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.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A

Kaiser Permanente Medical Care Program

COVERAGES

CO LTR	TYPE OF COVERAGE	DESCRIPTION	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Commercial General Liability	Self-Insured	01/01/11	01/01/12	Each Occurrence: \$1,000,000 Annual Aggregate: None
	Hospital/Physician Liability	Self-Insured	01/01/11	01/01/12	Each Occurrence: \$1,000,000 Annual Aggregate: None
A	Automobile Liability (Any Auto)	Self-Insured Certificate No. 156-CA	05/31/10	05/31/11	Combined Single Limit (Bodily Injury & Property Damage): \$1,000,000
A	Workers' Compensation & Employer's Liability	Self-Insured Certificate No. 1053 (KFHP) Certificate No. 1054 (KFH)	01/01/11	01/01/12	Workers' Compensation: Statutory Excess of \$5,000,000 Retention Employer's Liability (Disease Policy Limit): \$1,000,000 Excess of \$5,000,000 Retention

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

This certificate of comprehensive self-insurance coverage provides evidence of coverage as respects work performed by or for the named insured in connection with the contract agreement.

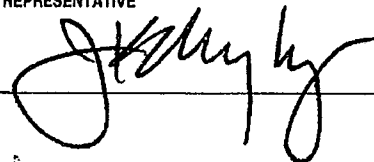
CERTIFICATE HOLDER

County of San Mateo
 Human Resources Department
 Risk Management
 455 County Center, 5th Floor
 Redwood City, CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE



Janice Murphy

CONTRACT INSURANCE APPROVAL

DATE: April 20, 2011

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: PHONE: FAX: PONY:

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Kaiser On-the-Job

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Unknown

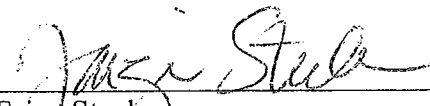
DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Conduct pre-placement and Occupational Safety and Health Administration (OSHA) mandated physical examinations, fitness for duty and return to work examinations.

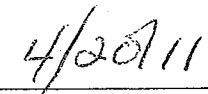
The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1 million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1 million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability – Hospital/Physician Liability	\$1 million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:



Faiza Steele
Risk Management Analyst



Date

ATTACHMENT

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

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

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

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

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

Patricia Coon

Name of 504 Person - Type or Print

Kaiser Permanente

Name of Contractor(s) - Type or Print

1800 Harrison, 9th Floor

Street Address or P.O. Box

Oakland, CA 94612

City, State, Zip Code

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



Signature

Account Manager, Kaiser On-the-Job

Title of Authorized Official

5/2/2011

Date

*Exception: DHHS regulations state that:

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

County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Kaiser Permanente Occupational Health Sales and Account Management		Phone:	1-888-KOJ-WORK
Contractor Name:	MPN Coordinator	Fax:	1-510-685-3656
Contact Person:	1800 Harrison St, 9th Floor Oakland, CA 94612		
Address:			

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

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

III. NON-DISCRIMINATION (check appropriate box)

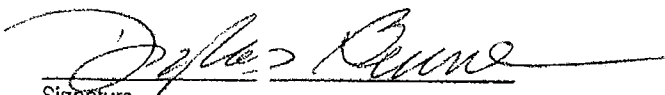
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.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

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

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

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

<p><u></u> Signature</p> <p><u>4/26/2011</u> Date</p>	<p><u>DOUGLAS BENNER MD</u> Name</p> <p><u>COORDINATOR OCC HEALTH</u> Title</p>
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