

# **Standard Professional Services Agreement (“PSA”)**

## **Revision G – October 2021**

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July 1, 2024 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Permanente Medical Group, Inc., a California Corporation (hereinafter "Contractor").

### R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and experienced in the area of occupational health and related services; and

WHEREAS, in the judgment of the Risk Manager, it is necessary and desirable to employ the services of Contractor for occupational health and other related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### A G R E E M E N T

#### 1. Scope of Services.

- 1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.
- 1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that

acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. If the County receives a complaint about or has an issue concerning a person employed or retained by Contractor to provide services hereunder, Contractor shall promptly meet with County to confer and mutually agree on a manner to address such complaint.
  - b. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid a time and materials basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed \$480,000 without the prior written approval of County. County shall monitor the total amount of payments owed to Contractor and shall immediately notify Contractor when the maximum payment amount permitted under this Agreement is reached. Notwithstanding anything to the contrary in this Agreement, County shall be liable for and pay Contractor for any services provided by Contractor before County notified Contractor of the reaching of the maximum payment amount permitted under this Agreement. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the county Department receiving the services. The bills shall include: (i) the task(s) performed; and, as applicable (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal

place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2024 to June 30, 2027 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 90 days written notice to the other party. The notice shall specify the date on which termination shall become effective.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, and such failure is not cured within thirty (30) days after written notice thereof from County to Contractor, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 30 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination. Notwithstanding the foregoing, this section shall not apply to medical records and any medical record created or modified by Contractor in connection with its provision of services hereunder shall not be considered work product prepared or obtained by Contractor in the performance of this Agreement. Contractor shall retain all rights and title to such medical records.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder

by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Human Resources Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to defend indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to negligent acts or willful misconduct or the errors or omissions of Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but excluding liability due to (1) the sole negligence or willful misconduct or the errors or omissions of County, its officers, agents, employees, or volunteers and (2) an employment-related dispute filed by a County employee against the County for employment discrimination or alleging breach of an employment statute or regulation by County that is not attributable to Contractor's actions.). County shall have the right to select its legal counsel at Contractor's reasonable expense, subject to Contractor's approval, which shall not be unreasonably withheld. Except as described above, this indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.
7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of

Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

**9.5 Records Maintenance.** Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

**9.6 Conflict of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

**9.7 Statutory Compliance/Living Wage Ordinance.** Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

**9.8 Nondiscrimination.** Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

**9.9 AIDS Discrimination.** Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

**9.10 Ownership and Disclosure of Work Product.** All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other

agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County. Notwithstanding the foregoing, this section shall not apply to medical records and any medical record created or modified by Contractor in connection with its provision of services hereunder shall not be considered a Document or a work product prepared or obtained by Contractor in the performance of this Agreement. Contractor shall retain all rights and title to such medical records.

9.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Disability Programs Manager  
Human Resources Department  
County of Sonoma County  
575 Administration Drive, Suite 116  
Santa Rosa CA 98403

Email: [DisabilityUnit@sonoma-county.org](mailto:DisabilityUnit@sonoma-county.org)  
Fax: 707-526-0101

TO: CONTRACTOR:

Attention Sales Manager  
Kaiser Permanente  
Occ. Health Sales & Account Management  
1 Kaiser Plaza., CR1876  
Oakland, CA 94612  
Email: [kpojsamsupport@kp.org](mailto:kpojsamsupport@kp.org)

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.



13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: THE PERMANTE MEDICAL  
GROUP, INC.

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF  
INSURANCE REVIEWED, ON  
FILE, AND APPROVED AS TO  
SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_  
Name: Amanpreet Dhillon, MD  
  
Medical Director,  
Occupational Health and  
Title: Safety Services, KPOJ-  
NCAL  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janell Crane, Director of Human  
Resources

Date: \_\_\_\_\_

APPROVED AS TO FORM  
FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

EXECUTED BY:

By: \_\_\_\_\_  
Janell Crane, Human Resources  
Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**The Permanente Medical Group, Inc.**  
**Scope of Services**

Upon receipt of written request for service(s) from County, Contractor will provide the following:

Post-job-offer, pre-placement medical examinations for the applicant to attend within three business days, reporting findings to County management within five (5) business days of the examination, providing County management reports on costs and other program service findings consistent with medical privacy.

Return-to-work medical examinations for post injury occupational medical conditions, and providing notification to County management of findings within 24 hours of the examination.

Drug screen collection and alcohol testing for post-offer, pre-employment applicants as requested by the County. Reasonable Suspicion drug screen collection and alcohol testing. Drug screen collection includes coordination with County's contracted laboratory and MRO service provider. Services may be provided at a location other than the Santa Rosa facility.

Occupational health services to County employees with work-related illnesses and injuries, including providing treatment and reporting as outlined in Labor Code Section 9785. Prompt notification will be provided to County management and County's selected TPA of findings of all examinations, including notifying the County and County's TPA within 24 hours when an employee is placed on modified duty or taken off of work. Contractor will also provide the County with a response to address the employee's ability to perform the job duties within three (3) business days of receipt of the employee's Essential Function Worksheet (EFW) or Job Description Analysis (JDA).

Provide screening and vaccination clinics, including but not limited to flu vaccination and TB screenings. Attend quarterly on-site meetings with County personnel.

Contractor 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.

If the County is requesting a health screening/physical examination of a job applicant/employee, the County will provide to Contractor detailed information concerning the requirements for performing the job at issue. This information should include an essential functions or job demands analysis worksheet, or a job description, including physical and mental requirements and environmental conditions. A County of Sonoma job classification specification will also be provided regarding job applicants. A job analysis may be included. The examination and any medical conclusions will be based on the information furnished by the County, the physician's general understanding  
PSA - Revision G October 2021

of the requirements of jobs of similar nature, the results of specific tests requested by County and any medical history provided to the Contractor. Contractor conducts such examinations with the understanding that the basis for an examination and County's request for information regarding the applicant's/employee's ability to do the job and/or their work restrictions are job-related and consistent with the business needs of the County, and otherwise comply with all applicable legal obligations.

As a result of its health screening/physical examination of a job applicant/employee, and based upon the applicant/employee's clinical conditions which become reasonably apparent during the hands-on (clinical) examination, upon authorization of the employee/applicant, Contractor will advise County of the following:

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

Upon request of the County, Contractor will advise County of:

- a) 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 to determine what modifications are available and reasonable.

To the extent that other medical conditions are identified, Contractor will also:

- a) notify County's employee/applicant of any medical condition, identified during the medical evaluation that County 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. When conducting medical reviews or fitness for duty exams, Contractor agrees to recommend deferrals (i.e., periods of time after which an applicant should be re-evaluated): (a) in finite terms (e.g. ten days), and (b) with a reason for the deferral.

Exhibit B  
Fee Schedule

Billing Code	Description of Services	Cost of Services
<b>PREPLACEMENT EXAM (PP2)</b>		
300388	Preplacement Physical Exam	\$65.00
<b>As Employer Requested:</b>		
86580	PPD, 1 step, placement and reading	\$20.00
300415	Respirator Med Clearance/OSHA	\$35.00
92552	Audiogram, screening	\$54.00
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
<b>As Clinically Indicated:</b>		
300422	PPD, 2 step, 2 placements and readings	\$30.00
94010	Spirometry	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
36415	Venipuncture	\$15.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAB)	\$40.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
300408	Physician consultation, each 15 minutes	\$64.00/15 mins

<b>PREPLACEMENT EXAM (PP4)</b>		
300388	Preplacement Physical Exam	\$65.00
85025	CBC with automated differential	\$20.00
80053	Chem Comprehensive Panel	\$41.00
36415	Venipuncture	\$15.00
<b>As Employer Requested:</b>		
300415	Respirator Med Clearance/OSHA	\$35.00
92552	Audiogram, screening	\$54.00
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
<b>As Clinically Indicated:</b>		
94010	Spirometry	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
71046	Chest X-Ray, 2 views	\$75.00
300408	Physician consultation, each 15 minutes	\$64.00/15 mins
<b>PREPLACEMENT EXAM (PP5)</b>		
300388	Preplacement Physical Exam	\$65.00
300422	PPD, 2 step, 2 placements and readings	\$30.00
<b>As Employer Requested:</b>		
92552	Audiogram, screening	\$54.00
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
<b>As Clinically Indicated:</b>		
36415	Venipuncture	\$15.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
86580	PPD, 1 step, placement and reading	\$20.00
86382	Titer: Rabies Antibody Testing	\$43.00
90675	Rabies Vaccine, series of 3 injections	\$579.00/injection
300408	Physician consultation, each 15 minutes	\$64.00/15 mins
<b>POLICE/SHERIFF PREPLACEMENT EXAM (POSTPP)</b>		
300399	POST Physical Exam	\$127.00
92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00

93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86580	PPD, 1 step, placement and reading	\$20.00
80053	Chem Comprehensive Panel	\$41.00
85025	CBC with automated differential	\$20.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86704	Titer: Hepatitis B Core Antibody (HBcAb)	\$31.00
86803	Titer: Hepatitis C Antibody Screen	\$56.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	\$40.00
36415	Venipuncture	\$15.00
<b>As Employer Requested:</b>		
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
<b>As Clinically Indicated:</b>		
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
81001	Urinalysis with microscopy	\$16.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
75571	Cardiac calcium scoring CT scan	\$265.00
93307	Echocardiograph, Transthoracic	\$355.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
<b>PUBLIC SAFETY DISPATCHER PREPLACEMENT EXAM (DISPATCH)</b>		
300388	Preplacement Physical Exam	\$65.00
92552	Audiogram, screening	\$54.00
<b>As Employer Requested:</b>		

11	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
<b>FIREFIGHTER PREPLACEMENT EXAM (FFPP)</b>		
300398	Firefighter Physical Exam	\$127.00
92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00
85025	CBC with automated differential	\$20.00
80053	Chem Comprehensive Panel	\$41.00
36415	Venipuncture	\$15.00
71046	Chest X-Rays (2 views, PA & Lateral)	\$75.00
300422	PPD, 2 step, 2 placements and readings <b>-OR-</b>	\$30.00
86480	QuantiFERON	\$145.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86704	Titer: Hepatitis B Core Antibody (HBcAb)	\$31.00
86803	Titer: Hepatitis C Antibody Screen	\$56.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	\$40.00
<b>As Employer Requested:</b>		
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
300413	Form completion (2 or more pages for DMV/DOT exam if done during the same exam encounter)	\$25.00
<b>As Clinically Indicated:</b>		
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
81001	Urinalysis with microscopy	\$16.00
86580	PPD, 1 step, placement and reading	\$20.00



71045	Chest X-Ray, 1 view	\$55.00
75571	Cardiac calcium scoring CT scan	\$265.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
<b>HAZMAT BASELINE/ANNUAL/PERIODIC (HAZ)</b>		
300393	Hazardous Worker Exam	\$106.00
92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00
80053	Chem Comprehensive Panel	\$41.00
85025	CBC with automated differential	\$20.00
36415	Venipuncture	\$15.00
<b>As Clinically Indicated:</b>		
71046	Chest X-Ray, 2 views	\$75.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
<b>RESPIRATOR BASELINE/PERIODIC (RESP)</b>		
300415	Review of OSHA Respirator Questionnaire by MD/NP/RN	\$35.00
<b>As Clinically Indicated:</b>		
300391	Respirator Clearance Physical Exam	\$64.00
94010	Spirometry	\$60.00
71046	Chest X-Ray (2 views)	\$75.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
<b>AUDIOGRAM (AUDIO)</b>		
92552	Audiogram, screening	\$54.00
<b>As Clinically Indicated:</b>		
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
<b>DMV/DOT EXAM (DMV/DOT)</b>		
300390	DMV/DOT Physical Exam	\$115.00
<b>As Clinically Indicated:</b>		
92552	Audiogram, screening	\$54.00

<b>BOMB SQUAD (BOMB)</b>		
300400	Complex Physical Exam	\$127.00
92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00
86580	PPD, 1 step, placement and reading	\$20.00
80053	Chem Comprehensive Panel	\$41.00
85025	CBC with automated differential	\$20.00
36415	Venipuncture	\$15.00
93000	EKG, resting	\$50.00
<b>As Employer Requested:</b>		
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
<b>As Clinically Indicated:</b>		
93015	Cardiac Stress Test with Treadmill	\$230.00
81001	Urinalysis with microscopy	\$16.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
<b>URINE DRUG AND BREATH ALCOHOL TESTING (DRUG)</b>		
300411	Collection for Drug Screen-Preferred Alliance	Billed by Preferred Alliance
<b>As Indicated:</b>		
82075	Breath Alcohol Testing (BAT) – Preferred Alliance	Billed by Preferred Alliance
300421	Breath Alcohol Testing (BAT), Confirmatory – Preferred Alliance	Billed by Preferred Alliance
<b>VACCINATION ONLY (VAX)</b>		
300406	History/Review of Tests/Brief Screen - No Physical Exam	\$42.00
<b>As Clinically Indicated:</b>		
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00

90675	Rabies Vaccine, series of 3 injections	\$579.00/injection
90734	Meningococcal Conjugate Vaccine, may need series of 2 injections	\$165.00/injection
<b>LABORATORY ONLY (LAB)</b>		
300406	History/Review of Tests/Brief Screen - No Physical Exam	\$42.00
36415	Venipuncture	\$15.00
<b>As Clinically Indicated:</b>		
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A IgG Antibody (HAAb)	\$40.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86382	Titer: Rabies Antibody Testing	\$43.00
<b>TB CLEARANCE PPD/QUANTIFERON (PPD/TB CLEARANCE)</b>		
86580	PPD, 1 step, 1 placement and reading <b>-OR-</b>	\$20.00
86480	QuantiFERON	\$145.00
<b>As Clinically Indicated:</b>		
36415	Venipuncture	\$15.00
300422	PPD, 2 step, 2 placements and readings	\$30.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
99211	Brief encounter with non-MD Provider ( <b>PPD-Review of Symptoms Form</b> )	\$25.00

## Exhibit C

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employer Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma shall be endorsed as additional insureds for liability

arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.

3. Automobile Liability

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: County

of Sonoma Agreement 7/1/2024 to 6/30/2027.

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Human Resources, 575 Administration Dr., Suite 116, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County. Notwithstanding any other provision of this Agreement, including but not limited to those contained in 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 case, Contractor cannot provide endorsements or report deductibles, or self-insured retentions, or other requirements that are inconsistent with a program of self-insurance. County also agrees that Contractor's fulfillment of the insurance requirements through alternate risk management programs shall not constitute a breach of this Agreement.