

# SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

# THE PEOPLE OF THE STATE OF CALIFORNIA,

v.

Attorneys for People of the State of California (Additional Counsel for Plaintiff on following page)

Plaintiff,

KAISER FOUNDATION HEALTH PLAN, INC., a California public benefit corporation; KAISER FOUNDATION HOSPITALS, a California public benefit corporation; and DOES 1 through 25,

Defendants.

Case No. STK-CV-UBT-2023-9608

<del>[PROPOSED]</del> FINAL JUDGMENT AND PERMANENT INJUNCTION

## ADDITIONAL COUNSEL FOR PLAINTIFF, THE PEOPLE OF THE STATE OF CALIFORNIA

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WHEREAS, THE PEOPLE OF THE STATE OF CALIFORNIA, by and through Rob Bonta, Attorney General of the State of California; Pamela Y. Price, District Attorney of Alameda County; Jason Anderson, District Attorney of San Bernardino County; Brooke Jenkins, District Attorney of San Francisco; Ronald J. Freitas, District Attorney of San Joaquin County, Stephen M. Wagstaffe, District Attorney of San Mateo; Jeff W. Reisig, District Attorney of Yolo County (collectively referred to herein as "the People") and Defendants Kaiser Foundation Health Plan, Inc., a California public benefit corporation, and Kaiser Foundation Hospitals, a California public benefit corporation, (collectively referred to herein as "KAISER"), by their respective attorneys, entered into a Stipulation for Entry of Final Judgment and Permanent Injunction in this matter on or about September 7, 2023 ("Stipulation").

KAISER and the People (collectively referred to herein as the "Parties"), have stipulated and consented to the entry of this Final Judgment and Permanent Injunction ("Final Judgment") and that the injunctive provisions set forth herein shall be imposed under Health and Safety Code sections 25181 and 25184, Government Code sections 12607 and 12610, Health and Safety Code section 118325, and Business and Professions Code section 17203;

WHEREAS, after the People notified KAISER of their investigation, KAISER hired a third-party consultant and conducted over one thousand one hundred (1,100) trash audits at Hospitals and Medical Office Buildings throughout the state in an effort to evaluate performance of individual facilities and to improve compliance with California's hazardous waste and medical waste law and regulations and KAISER policies;

WHEREAS, KAISER invited the People to attend the trash audits and regularly reported those audit results to the People;

WHEREAS, after the People notified KAISER of their investigation, KAISER has enhanced its standardization of containers throughout Hospitals and Medical Office Buildings for pharmaceutical and medical waste disposal;

WHEREAS, KAISER made modifications to their existing training programs and standard operating procedures to improve their hazardous waste, medical waste, and personal health information handling, storage, and disposal throughout their network of Hospitals and Medical Office Buildings;

AND WHEREAS, the Court finds that the Stipulation and Final Judgment are fair and in the public interest;

NOW THEREFORE, upon the consent of the aforementioned Parties, it is hereby ORDERED, ADJUDGED, AND DECREED:

### 1. JURISDICTION

The Parties stipulate and agree that the Superior Court of California, County of San Joaquin, has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment.

### 2. SETTLEMENT OF DISPUTED CLAIMS

The Parties enter into this Final Judgment pursuant to a compromise and settlement of disputed claims for purposes of furthering the public interest.

The People believe that the resolution embodied in this Final Judgment is fair and reasonable and fulfills the People's enforcement objectives; that except as provided in this Final Judgment, no further action is warranted concerning the allegations contained in the Complaint for Civil Penalties and Injunctive Relief ("Complaint"); and that entry of this Final Judgment is in the best interest of the public.

KAISER agrees that this Final Judgment is a fair and reasonable resolution of the matters alleged in the Complaint.

Entry of this Final Judgment is neither (a) an admission nor a denial by KAISER regarding any issue of law or fact in this Final Judgment or the above-captioned matter nor (b) an admission nor a denial by KAISER of any violation of any law.

The Parties also waive their respective rights to appeal the entry of this Final Judgment.

### 3. **DEFINITIONS**

Except where otherwise expressly defined in this Final Judgment, all terms shall be interpreted consistent with part 14 of division 104 of the Health and Safety Code, Civil Code section 56 et seq., Civil Code section 1798.81, Health and Safety Code sections 1280.18 and 1280.15, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936), and the regulations promulgated under these chapters and sections.

- 3.1 "AEROSOL CAN" shall have the same definition set forth in Health and Safety Code sections 25201.16, subdivisions (a)(1), (4) and (6).
- 3.2 "AUDITOR" means the independent third-party auditor(s) referenced in paragraph 6.1, 6.2, and 6.3 of this Final Judgment.
- 3.3 "BATTERY" or "BATTERIES" shall have the same definition set forth in California Code of Regulations, title 22, section 66273.9, except those items listed in section 66273.2, subdivision (b)(1)(A).
- 3.4 "COVERED FACILITY" shall refer to: (1) any facility that is listed in Exhibit A; and (2) any facility in the State of California that comes to be owned, operated, or leased by or on behalf of KAISER after the EFFECTIVE DATE, where KAISER generates, handles, stores, or manages HAZARDOUS WASTE, MEDICAL WASTE, or PHI.
- 3.5 "DUMPSTERS AND COMPACTORS" means dumpsters, compactors, roll-off containers, and other containers used to collect a COVERED FACILITY'S solid waste destined for municipal solid waste (garbage) landfills or municipal recycling facilities and periodically picked up by third party municipal waste haulers or third party municipal recycling haulers.
- 3.6 "EFFECTIVE DATE" means the day that this Final Judgment is entered by the Court.
- 3.7 "HAZARDOUS" and "HAZARDOUS CHARACTERISTIC" shall have the same meaning as set forth in California Code of Regulations, title 22, section 66261.3 and sections 66261.20 through 66261.24.
- 3.8 "HAZARDOUS WASTE" shall have the same definition as set forth in Health and Safety Code section 25117 and California Code of Regulations, title 22, sections 66260.10 and 66261.3, and includes "extremely HAZARDOUS WASTE" as defined in Health and Safety Code section 25115. The term HAZARDOUS WASTE also includes UNIVERSAL WASTE, unless otherwise stated.
- 3.9 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936) and includes the implementing regulations (42 C.F.R. §§ 160, 162, and 164).

- 3.10 "KAISER PERSONNEL" means any person within the State of California, including but not limited to employees, contractors who supplement the KAISER workforce as staff augmentation or who perform project work or seasonal work for a defined period of time, volunteers who otherwise fill the role of a KAISER employee in giving patient care under the supervision of KAISER, and trainees, at a COVERED FACILITY.
- 3.11 "KAISER EXECUTIVE" means KAISER vice presidents, executive directors, or similar or higher-level KAISER employees who are authorized to bind KAISER and responsible for the compliance matter at issue.
- 3.12 "MANAGEMENT" or "MANAGE" shall have the same definition as set forth in Health and Safety Code section 25117.2 and California Code of Regulations, title 22, section 66260.10.
- 3.13 "MEDICAL WASTE" shall have the same definition as set forth in Health and Safety Code section 117690.
- **3.14** "MIXED WASTE" shall have the same definition as set forth in Health and Safety Code section 117730.
- 3.15 "PATIENT" means any natural person, whether or not still living, who received health care services from KAISER and to whom PHI pertains.
- 3.16 "PROTECTED HEALTH INFORMATION" or "PHI" means a paper, printed, handwritten, or electronic document that contains any individually identifiable information about a PATIENT, in possession of or derived from KAISER regarding a PATIENT'S medical history, mental or physical condition, treatment, billing, or insurance information. "Individually identifiable" means that the medical information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity. PHI may include objects that have printed individually identifiable information about a PATIENT on them, including but not limited to labeled prescription bottles or hospital identification bracelets.

- 3.17 "TRASH RECEPTACLES" or "TRASH" means TRASH receptacles, TRASH cans, and bins that are not DUMPSTERS AND COMPACTORS and are placed and used by KAISER to collect refuse destined for municipal solid waste (garbage) landfills or destined for municipal recycling facilities.
- 3.18 "UNIVERSAL WASTE" shall have the same definition as set forth in California Code of Regulations, title 22, sections 66261.9 and 66273.9.
- 3.19 "UNIVERSAL WASTE HANDLER" shall have the same definition as set forth in California Code of Regulations, title 22, section 66273.9.
- 3.20 "WASTE" shall have the same definition set forth in Health and Safety Code section 25124 or California Code of Regulations, title 22, section 66261.2.
- **3.21** "YEAR" or "YEARS" shall mean one or more of each 365-day period following the EFFECTIVE DATE.

### 4. GENERAL INJUNCTIVE PROVISIONS

- 4.1 HAZARDOUS WASTE: Pursuant to Health and Safety Code sections 25181 and 25184, Business and Professions Code section 17203, and Government Code sections 12607 and 12610, KAISER is permanently enjoined and restrained from violating chapter 6.5 of division 20 of the Health and Safety Code, and title 22 of the California Code of Regulations promulgated under that chapter. Notwithstanding any other provision in this Final Judgment, nothing in this Final Judgment shall relieve KAISER from complying with all applicable minimum standards set forth in chapter 6.5 of division 20 of the Health and Safety Code and the regulations in title 22 of the California Code of Regulations promulgated under that chapter.
- 4.2 MEDICAL WASTE: Pursuant to Health and Safety Code sections 118325 and Business and Professions Code section 17203, KAISER is permanently enjoined and restrained from violating chapters 1 through 9, and 9.5 of division 104, part 14 of the Health and Safety Code and the regulations promulgated under these chapters. Notwithstanding any other provision in this Final Judgment, nothing in this Final Judgment shall relieve KAISER from complying with any and all applicable laws and regulations, including but not limited to those set forth in the California Code of Regulations, title 8, section 5193.

4.3 PROTECTED HEALTH INFORMATION: Pursuant to Business and Professions Code section 17203, KAISER is permanently enjoined and restrained from violating the Confidentiality of Medical Information Act (codified at Civil Code section 56 et seq.), Civil Code section 1798.81, Health and Safety Code section 1280.18 and 1280.15, and the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936), including the regulations promulgated under these chapters and sections.

### 5. SPECIFIC INJUNCTIVE PROVISIONS

Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8 and 118325, and Business and Professions Code section 17203, KAISER is enjoined, restrained and prohibited from doing any of the following within the State of California:

### **Hazardous Waste Disposal**

5.1 Disposing, or causing the disposal, of HAZARDOUS WASTE at a point not authorized or permitted by law, in violation of Health and Safety Code sections 25203, 25189 and 25189.2. This prohibition includes, without limitation, (i) placing HAZARDOUS WASTE into DUMPSTERS AND COMPACTORS; (ii) disposing of HAZARDOUS WASTE onto the surface or subsurface of the ground at any unauthorized location; (iii) sending or causing HAZARDOUS WASTE or UNIVERSAL WASTE to be sent to a transfer station or landfill not authorized to receive HAZARDOUS WASTE or UNIVERSAL WASTE; and (iv) sending or causing to be sent pharmaceuticals not eligible for return under California regulations and that are regulated by the Resource Conservation and Recovery Act ("RCRA") through reverse distribution to an unpermitted treatment, storage or disposal facility or other unauthorized location.

### **Hazardous Waste Determination**

- 5.2 Failing to determine if WASTE generated, accumulated, stored, transferred, treated, received, and/or otherwise MANAGED at any COVERED FACILITIES is HAZARDOUS pursuant to California Code of Regulations, title 22, section 66260.200.
- 5.3 Failing to determine whether each item for disposal from a COVERED FACILITY is a WASTE, and if so, whether it is a "HAZARDOUS WASTE," as required by California Code of Regulations, title 22, section 66262.11.

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- 5.5. Failing to MANAGE and dispose of UNIVERSAL WASTE at (or from) COVERED FACILITIES in compliance with all applicable requirements contained in California Code of Regulations, title 22, section 66273.1, et seq., and the requirements of this Final Judgment.
- **5.6.** Failing to comply with the recordkeeping requirements of California Code of Regulation, title 22, section 66262.40, subdivision (a), or, for items that may be lawfully MANAGED as UNIVERSAL WASTE, failing to comply with California Code of Regulation, title 22, section 66273.39.
- 5.7. Failing to properly empty a container, MANAGE a non-empty container, or an inner liner removed from a container, which previously held a hazardous material, including HAZARDOUS WASTE at COVERED FACILITIES, as required by California Code of Regulations, title 22, section 66261.7.

### Hazardous Waste Management - Labeling and Storage

- 5.8 Failing to properly mark, label, and store containers of HAZARDOUS WASTE at COVERED FACILITIES and failing to maintain all written documents relating to HAZARDOUS WASTE as required by California Code of Regulations, title 22, section 66262.34, including, without limitation, failing to identify in writing, by composition, physical state, and approximate weight, all HAZARDOUS WASTE generated, accumulated, stored, transferred, treated, and/or otherwise MANAGED at each of the COVERED FACILITIES.
- 5.9 Failing to store and label UNIVERSAL WASTES, including WASTE items that are accumulated or stored for RECYCLING, in accordance with California Code of Regulations, title 22, sections 66273.33-66273.35.

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### Hazardous Waste Management - Accumulation Time

- 5.10 Failing to lawfully and timely dispose of all accumulated HAZARDOUS WASTE at each COVERED Facility, as required by California Code of Regulations, title 22, section 66262.34.
- 5.11 KAISER shall properly categorize each COVERED FACILITY as a small or large quantity generator pursuant California Code of Regulations, title 22, section 66262.34, and shall not store HAZARDOUS WASTE longer than allowed by law; and shall arrange for proper disposal every ninety (90) day period for large quantity generator COVERED FACILITIES and every one hundred and eighty (180) day period for small quantity generator COVERED FACILITIES.

### Hazardous and Universal Waste Management - Transportation

- 5.12 Transporting, transferring custody of, or causing to be transported in California, any HAZARDOUS WASTE unless the transporter is properly licensed and registered to transport HAZARDOUS WASTE, as required by Health and Safety Code section 25163.
- 5.13 Transporting, or causing to be transported, any HAZARDOUS WASTE to an unauthorized location in California, in violation of Health and Safety Code section 25189.5. This prohibition includes without limitation, HAZARDOUS WASTE, UNIVERSAL WASTE, and RCRA expired pharmaceuticals.
- **5.14** Transporting, or causing to be transported, any UNIVERSAL WASTE to an unauthorized location in California, in violation of California Code of Regulations, title 22, sections 66273.50-66273.56.
- 5.15 Failing to timely cause to be prepared and filed a HAZARDOUS WASTE manifest with the California Department of Toxic Substances Control (DTSC) for HAZARDOUS WASTE that is transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination thereof, as provided by Health and Safety Code section 25160, subdivision (b)(1) through (b)(3), and California Code of Regulations, title 22, section 66262.23. If a treatment, storage, or disposal facility fails to return an executed manifest, KAISER must timely provide notice to DTSC of such failure.

5.16 Failing to comply with the UNIVERSAL WASTE HANDLER requirements set forth in California Code of Regulations, title 22, section 66273.1 et seq, at each COVERED FACILITY at which KAISER generates UNIVERSAL WASTE or otherwise qualifies as a UNIVERSAL WASTE HANDLER.

- 5.17 Failing to MANAGE at the COVERED FACILITIES discarded or no longer usable "non-empty" (California Code of Regulations, title 22, section 66261.7) AEROSOL CANS as either: (i) UNIVERSAL WASTE AEROSOL CANS in accordance with all applicable requirements contained in California Code of Regulations, title 22, section 66273.1, et seq.; or (ii) as HAZARDOUS WASTE AEROSOL CANS, as required by Health and Safety Code section 25201.16.
- **5.18** Failing to MANAGE at the COVERED FACILITIES discarded or no longer usable BATTERIES as either: (i) HAZARDOUS WASTE and comply with Title 22, California Code of Regulations for HAZARDOUS WASTE MANAGEMENT, or (ii) as UNIVERSAL WASTE in accordance with all applicable requirements contained in California Code of Regulations, title 22, section 66273.1, et seq.

### **Hazardous Waste Training**

**5.19** Failing to comply with employee-training obligations, as set forth in California Code of Regulations, title 22, sections 66265.16 and 66265.56, pertaining to the MANAGEMENT of HAZARDOUS WASTE, as well as those employee-training obligations set forth in California Code of Regulations, title 22, section 66273.36 (pertaining to the MANAGEMENT of UNIVERSAL WASTE) for each COVERED FACILITY.

### Medical Waste Disposal

5.20 Causing the disposal of MEDICAL WASTE at a facility not permitted to receive such WASTE in violation of Health and Safety Code section 118340, subdivision (b).

### Medical Waste Management

**5.21** Failing to implement and maintain a MEDICAL WASTE MANAGEMENT plan for each COVERED FACILITY that generates MEDICAL WASTE, pursuant to Health and Safety Code sections 117710, 117935, 117943, 117960, and the related regulatory references.

- **5.22** Failing to separate MEDICAL WASTE at the point of origin as required by Health and Safety Code section 118275, subdivision (a).
- **5.23** Failing to properly containerize and store MEDICAL WASTE as required by Health and Safety Code sections 118280 and 118285.
- 5.24 Failing to ensure that MEDICAL WASTE is treated prior to disposal as required by Health and Safety Code section 118215, subdivision (a).
- **5.25** Failing to MANAGE MIXED WASTE in accordance with Health and Safety Code section 117730.

### Medical Waste Management - Transportation

- **5.26** Failing to transport MEDICAL WASTE using a registered HAZARDOUS WASTE hauler as required by Health and Safety Code section 118025.
- 5.27 Failing to transport MEDICAL WASTE to a permitted MEDICAL WASTE treatment facility as required by Health and Safety Code section 118000, subdivision (a).
- 5.28 Failing to maintain individual MEDICAL WASTE treatment operating records at large quantity generator COVERED FACILITIES, and if applicable, the tracking documents for all untreated MEDICAL WASTE shipped offsite for treatment as required by Health and Safety Code section 117975.
- 5.29 Failing to maintain individual MEDICAL WASTE treatment operating records for small quantity generator COVERED FACILITIES, and if applicable, the tracking documents for all untreated MEDICAL WASTE shipped offsite for treatment as required by Health and Safety Code sections 117943 and 117945.

### **Protected Health Information**

**5.30** Failing to take reasonable steps to dispose, or arrange for the disposal, of PHI by (i) shredding, (ii) erasing, or (iii) otherwise modifying the individually identifiable medical information in the PHI to make it unreadable or undecipherable through any means, pursuant to Civil Code section 56.101.

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### 6.1 AUDITOR

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- **6.1.a.** KAISER shall retain the services of an AUDITOR to conduct TRASH Audits at the COVERED FACILITIES, as described in Paragraph 6.2, subject to approval by the People.
- 6.1.b. KAISER shall also retain the services of an AUDITOR to conduct Programmatic Field Audits to evaluate the compliance by KAISER PERSONNEL at any COVERED FACILITY with KAISER policies and procedures related to HAZARDOUS WASTE, MEDICAL WASTE, and PHI, as described in Paragraph 6.3.
- **6.1.c.** KAISER shall continuously maintain an AUDITOR for the duration of the injunctive provisions of this Final Judgment.
- 6.1.d. The AUDITOR(s) shall be an independent third party and unrelated to KAISER and shall not have any conflict of interest that would preclude the AUDITOR(s) from complying with the TRASH Audit Protocol identified in Exhibit B due to any bias. KAISER shall disclose any potential conflicts concurrently with providing the name and qualifications of the proposed AUDITOR to the People, but KAISER may continue to contract with any AUDITOR(s) for waste auditing services should KAISER believe that the AUDITOR's services are valuable to its continuing compliance with laws related to HAZARDOUS WASTE, MEDICAL WASTE, and PHI.
- **6.1.e.** Should an AUDITOR no longer be able to provide services or KAISER chooses to engage a new or different AUDITOR, KAISER shall select a new AUDITOR subject to approval by the People.
- 6.1.f. Future Auditor Selection: KAISER shall select the proposed AUDITOR and submit the name and qualifications of the proposed AUDITOR to the People, in writing and electronically via e-mail to all individuals identified in paragraph 9. Prior to engagement, the People shall have fifteen (15) calendar days from the date of notification to respond to KAISER with any objections to the proposed AUDITOR. Any disputes about the selection of the AUDITOR that the Parties are not able to resolve shall be resolved by the Court pursuant to paragraph 15.

### 6.2. TRASH AUDITS

- 6.2.a. In evaluating KAISER'S compliance with the terms of this Final Judgment, the AUDITOR shall follow the TRASH Audit Protocol identified in **Exhibit B** attached.

  KAISER shall direct the AUDITOR to comply with the TRASH Audit Protocol and shall be responsible for compliance with the terms of the TRASH Audit Protocol.
- 6.2.b. The AUDITOR shall conduct no less than five hundred and twenty (520) post-judgment TRASH Audits at COVERED FACILITIES as detailed in Exhibit B. The AUDITOR shall conduct no less than one hundred and twenty (120) TRASH Audits at COVERED FACILITIES within the first YEAR following the EFFECTIVE DATE. Thereafter, during each of the subsequent four (4) YEARS, the AUDITOR shall conduct no less than one hundred (100) TRASH Audits at COVERED FACILITIES each YEAR. During each one YEAR period, KAISER shall require the AUDITOR to audit no less than twenty (20) Hospitals and seventy (70) Medical Office Buildings, of which twenty (20) will be the largest Medical Office Buildings, with the remainder to be selected by the AUDITOR.
- **6.2.c.** The AUDITOR shall make a Report of each TRASH audit as detailed in **Exhibit B**, which shall include, but not be limited to, any notes of observations taken by the AUDITOR, and all photographs and item descriptions of specific findings with respect to HAZARDOUS WASTE, MEDICAL WASTE and PHI.
- **6.2.d.** The TRASH Audit Reports shall be submitted no less often than for each quarter in which TRASH Audits are performed. For quarters in which there are no TRASH audits, the AUDITOR shall so report, in writing, to KAISER and the People.
- 6.2.e. KAISER Response to TRASH Audit Reports: KAISER shall provide every six (6) months for a period of five (5) YEARS, beginning six (6) months after the EFFECTIVE DATE, to the AUDITOR and People, a written response to any quarterly TRASH Audit Reports received from the AUDITOR during the previous six (6) months.

KAISER'S response shall include an Audit Performance Overview which tracks all Audits completed during the preceding Audit Reporting periods and provides average findings per one hundred pounds by type of waste and performance of individual COVERED FACILITY by type

of waste, evidence that it promptly reinforced compliance after taking into account the AUDITOR's findings regarding the MANAGEMENT and disposal of HAZARDOUS WASTE, MEDICAL WASTE, or PHI, and the ultimate disposition of any alleged improperly-disposed items found during the audits.

KAISER shall make best efforts to identify the department or source of any identified item found by the AUDITOR and take corrective action to prevent future issues within that department.

KAISER shall further provide to the People a written plan to address future compliance measures or additional training, if any, necessary to address any findings identified in the quarterly TRASH Audit Report and with either confirmation that KAISER has already implemented that plan or a schedule to promptly implement that plan.

KAISER'S response shall be accompanied by a signed statement under penalty of perjury by a KAISER EXECUTIVE that the information provided is complete and accurate.

### 6.3. PROGRAMMATIC FIELD AUDIT

- 6.3.a. In evaluating KAISER'S compliance with the terms of this Final Judgment, the AUDITOR shall follow the Programmatic Field Audit Protocol identified in **Exhibit C** attached, and as set forth in this paragraph 6.3. KAISER shall direct the AUDITOR to comply with the Programmatic Field Audit Protocol and shall be responsible for compliance with the terms of the Programmatic Field Audit Protocol.
- **6.3.b.** The Programmatic Field Audits may be conducted by an AUDITOR and/or by a separate outside contractor under the direction of the AUDITOR. The AUDITOR shall conduct no less than forty (40) Programmatic Field Audits at COVERED FACILITIES each YEAR, for a period of five (5) YEARS following the EFFECTIVE DATE.
- **6.3.c.** Programmatic Field Audits of COVERED FACILITIES shall occur at only Medical Office Buildings and/or Hospitals throughout California. The selection of COVERED FACILITIES for Programmatic Field Audits will vary annually, accounting for a variety of facility types and geographic locations, and shall have been subject to a TRASH Audit in the same YEAR.

- 6.3.d. The Programmatic Field audit objectives shall include an evaluation of the COVERED FACILITY'S compliance with the requirements of Paragraph 5 of this Final Judgment, including: (a) through an evaluation of the implementation and effectiveness at the COVERED FACILITY of KAISER'S HAZARDOUS WASTE, MEDICAL WASTE, and PHI waste collection, segregation, and disposal processes, and KAISER'S employee training program with respect to HAZARDOUS WASTE, MEDICAL WASTE, and PHI; and (b) an analysis of any written advisements of violation, including formal notices of violation, summaries of violation, and inspection reports directed to any audited facility by any local, state or federal agency that identifies any violation of law relating to HAZARDOUS WASTE, MEDICAL WASTE, or PHI.
- 6.3.e. The AUDITOR shall prepare semi-annual Programmatic Field Audit Reports for the duration of the injunctive provisions of this Final Judgment. The semi-annual Programmatic Field Audit Reports shall include, but not be limited to, a complete description and discussion of all Programmatic Field Audit objectives set forth in paragraph 6.3.d and Exhibit C as well as the findings, conclusions, and recommendations (if any) regarding those objectives with respect to the COVERED FACILITIES subjected to a Programmatic Field Audit.
- **6.3.f.** The Programmatic Field Audit Reports shall identify and discuss all materials considered or relied upon to support the conclusions and recommendations for corrective measures, if any, that the AUDITOR recommends should be taken by KAISER.
- **6.3.g.** Upon completion, the semi-annual Programmatic Field Audit Reports shall be sent to the People and KAISER, in writing and electronically via e-mail to all individuals identified in paragraph 9.

### 6.3.h. KAISER RESPONSE TO SEMI-ANNUAL FIELD AUDIT REPORTS

Within thirty (30) calendar days after receipt of the semi-annual Programmatic Field Audit Report, KAISER shall provide the AUDITOR and People with a written response to the semi-annual Programmatic Field Audit Report. The written response shall include a plan to address any issues identified with the Programmatic Field Audit Report, and Kaiser shall promptly implement that plan.

The semi-annual Programmatic Field Audit Report shall be accompanied by a signed statement under penalty of perjury by a KAISER EXECUTIVE that the information provided is complete and accurate.

### 6.4 LOCAL OVERSIGHT OFFICER

- **6.4.a.** KAISER shall maintain for each COVERED FACILITY a designated Local Oversight Officer. The duties of the Local Oversight Officer with respect to their COVERED FACILITY(IES), carried out in coordination with local operational teams, shall include oversight of the following:
- **6.4.b.** Monitoring the completion of KAISER PERSONNEL training related to the MANAGEMENT of HAZARDOUS WASTE, MEDICAL WASTE, or PHI for KAISER PERSONNEL at the COVERED FACILITY(IES);
- **6.4.c.** Review of and response to all advisements of violations, including formal Notices of Violation and any associated inspection reports addressing issues identified in and covered by this Final Judgment;
  - **6.4.d.** Compliance with this Final Judgment at the COVERED FACILITY;
- **6.4.e.** Communication and coordination with the AUDITOR as needed, with the support of the appropriate project managers as needed;
- **6.4.f.** Review of and response to any reports made to the compliance hotline related to actual or suspected failures to comply with PHI disposal procedures and other requirements of this Final Judgment; and
- **6.4.g.** Confirmation that KAISER provides timely notice of material revisions of HAZARDOUS WASTE, MEDICAL WASTE, or PHI disposal procedures to affected KAISER PERSONNEL.

### 6.5 CALIFORNIA REGIONAL PRIVACY AND SECURITY OFFICERS

6.5.a. KAISER shall designate an existing or new qualified KAISER PERSONNEL to serve as KAISER'S California Regional Privacy and Security Officers with responsibilities for all COVERED FACILITIES. Within thirty (30) calendar days after the EFFECTIVE DATE, KAISER shall notify the People of the names and titles of the KAISER PERSONNEL who have

been designated as KAISER'S California Regional Privacy and Security Officers. KAISER'S California Regional Privacy and Security Officers' responsibilities shall include:

- **6.5.b.** Knowledge of and familiarity with California and federal privacy laws related to or applicable to the PHI disposal policies;
- **6.5.c.** Overseeing the development and implementation of KAISER'S policies for disposal and storage of PHI;
  - **6.5.d.** Ensuring that the PHI disposal policies are adequately enforced;
- **6.5.e.** Reviewing PHI disposal policies each YEAR to confirm that they are effective to appropriately address the disposal and protection of PATIENTS' PHI and, as needed, adjusting KAISER'S policies in response to this review; and
- **6.5.f.** Reporting any significant concerns relating to disposal of PHI to the appropriate designated KAISER EXECUTIVE.

### 6.6 ADDITIONAL INJUNCTIVE PROVISIONS

As part of its obligation to comply with the requirements set forth in the Final Judgment and pursuant to Health and Safety Code sections 25181 and 25184, Government Code sections 12607 and 12610, Health and Safety Code section 118325, Business and Professions Code section 17203 and 17535, KAISER shall do the following:

### **Hazardous Waste**

- 6.6.a. With respect to each category of HAZARDOUS WASTE generated at COVERED FACILITIES, KAISER shall, in a manner commensurate with the responsibilities of KAISER PERSONNEL, provide training on identification and MANAGEMENT of such WASTE.
- **6.6.b.** KAISER shall ensure that all KAISER PERSONNEL whose responsibilities include HAZARDOUS WASTE MANAGEMENT successfully complete the Hazardous Waste Management Plan training required by this injunction and as required by law.
- **6.6.c.** KAISER shall ensure that all KAISER PERSONNEL whose job functions include HAZARDOUS WASTE MANAGEMENT and who have not completed the Hazardous

Waste Management Plan training requirements of this injunction are supervised unless and until the training has been completed.

- 6.6.d. KAISER shall ensure that each YEAR, all KAISER PERSONNEL whose job responsibilities include HAZARDOUS WASTE MANAGEMENT, receive HAZARDOUS WASTE MANAGEMENT training.
- 6.6.e. KAISER shall instruct KAISER PERSONNEL not to dispose of any HAZARDOUS WASTE into TRASH RECEPTACLES or DUMPSTERS and COMPACTORS.
- 6.6.f. KAISER shall implement a written plan to ensure that any regulatory or statutory changes in environmental compliance requirements, including, but not limited to changes in chapter 6.5 of division 20 of the Health and Safety Code, or California Code of Regulations, title 22, division 4.5, relevant to the responsibilities of KAISER PERSONNEL, are communicated to such KAISER PERSONNEL, including in writing via electronic or paper media or through any other means to ensure that KAISER PERSONNEL are adequately informed of regulatory or statutory changes in environmental compliance requirements relevant to their responsibilities.

### **Medical Waste**

- 6.6.g. With respect to each category of MEDICAL WASTE generated at COVERED FACILITIES, KAISER shall, in a manner commensurate with the responsibilities of KAISER PERSONNEL, provide training on identification and MANAGEMENT of such items.
- **6.6.h.** KAISER shall ensure that all KAISER PERSONNEL whose responsibilities include MEDICAL WASTE MANAGEMENT successfully complete the MEDICAL WASTE MANAGEMENT plan training required by this injunction and as required by law.
- **6.6.i.** KAISER shall ensure that all KAISER PERSONNEL whose job functions include MEDICAL WASTE MANAGEMENT and have not completed the Medical Waste Management Plan training requirements of this injunction are supervised unless and until the training has been completed.

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6.6.j. KAISER shall ensure that each YEAR, all KAISER PERSONNEL whose job responsibilities include MEDICAL WASTE MANAGEMENT, receive MEDICAL WASTE MANAGEMENT training.

### **Protected Health Information**

- 6.6.k. KAISER shall maintain PHI disposal procedures that comply with the requirements of this paragraph 6.6.k. At a minimum, the PHI disposal procedures shall require KAISER PERSONNEL to:
- **6.6.k.1** Recognize PHI and place that PHI in the designated destruction bin or other location that complies with this Final Judgment;
- 6.6.k.2 Check with a supervisor or manager if the KAISER PERSONNEL is unsure of how to properly dispose of PHI in a designated destruction bin or other location that complies with this Final Judgment; and
- **6.6.k.3** Ensure that PHI found in a location contrary to KAISER's PHI disposal procedures is placed in a designated destruction bin or other location that complies with this Final Judgment.
- **6.6.1.** KAISER shall maintain designated destruction bins for the lawful disposal of PHI for use by KAISER PERSONNEL at COVERED FACILITIES.
- **6.6.m.** KAISER shall post prominent signage in COVERED FACILITIES informing KAISER PERSONNEL of where to dispose of PHI. The signage shall be designed and presented in a way that is easy to read and understandable. The signage shall:
- 6.6.m.1 Use plain, straightforward language and avoid technical or legal jargon;
- **6.6.m.2** Use a format that draws the KAISER PERSONNEL'S attention to the sign and makes the signage readable; and
- **6.6.m.3** Be posted on or within five (5) feet of PHI designated destruction bins that are located in public areas of COVERED FACILITIES.
- 6.6.n. KAISER shall direct any third party it hires to dispose of PHI generated at and collected from COVERED FACILITIES to comply, and KAISER is responsible for the third

party's compliance, with this Final Judgment and the Confidentiality of Medical Information Act (codified at Civil Code section 56 et seq.), Civil Code section 1798.81, Health and Safety Code sections 1280.18 and 1280.15, and 45 C.F.R. sections 164.502 and 160.103 of HIPAA.

- 6.6.o. KAISER shall require the third party to provide written certification to KAISER that all PHI it disposes of from COVERED FACILITIES have been disposed of as contractually required. Upon request, KAISER shall provide to the People documentation sufficient to verify the third party provided the written certifications for the previous quarter.
- 6.6.p. KAISER shall ensure that each YEAR, all KAISER PERSONNEL who handle PHI in the performance of their work receive training on PHI disposal procedures.
  KAISER shall provide such training to new KAISER PERSONNEL that handle PHI within thirty
  (30) calendar days of the new KAISER PERSONNEL'S first date of employment.
  - **6.6.q.** As part of the PHI training, KAISER shall include the following:
    - **6.6.q.1** A summary of the PHI disposal procedures;
- 6.6.q.2 An explanation that compliance with the PHI disposal procedures is mandatory and failure to follow them can result in disciplinary action, up to and including termination; and
- 6.6.q.3 Contact information for the third-party vendor referenced in paragraph 6.6.t that KAISER PERSONNEL may anonymously notify of any actual or suspected failures to comply with the PHI disposal procedures or this Final Judgment.
- 6.6.r. KAISER shall provide within thirty (30) calendar days after the EFFECTIVE DATE, and each YEAR thereafter, a paper or electronic copy of KAISER'S PHI disposal procedures to all KAISER PERSONNEL that handle PHI. In addition, KAISER'S PHI disposal procedures must be readily accessible to all KAISER PERSONNEL in electronic format, with the ability to print upon request at each COVERED FACILITY.
- 6.6.s. If KAISER makes a material revision to its HAZARDOUS WASTE, MEDICAL WASTE or PHI training materials, KAISER shall send a copy of the revised training materials to the Local Oversight Officer for every COVERED FACILITY, identifying the changed portion.

**6.6.t.** KAISER shall maintain a compliance hotline, operated by a third-party vendor to monitor KAISER PERSONNEL reports of actual or suspected failures to comply with PHI disposal procedures or this Final Judgment. The compliance hotline shall be reachable through a toll-free number and shall maintain the confidentiality of the callers (unless the caller wishes to be identified).

6.6.u. KAISER shall continue to reduce printing individually identifiable medical information PHI that is distributed directly to patients. In addition, KAISER will make continue to include, where appropriate and feasible, written disclosures on paper or printed PHI that the PATIENT should place the document in the designated destruction bins.

### 6.7 KAISER RECORD RETENTION ENHANCEMENTS

KAISER shall retain the following records relating to its obligations under this Final Judgment for the duration of the injunctive provisions of this Final Judgment, or as required by applicable law, whichever is longer.

During that time, KAISER shall, upon thirty (30) calendar days written notice from the People, provide all documentation and information necessary for the People to verify compliance with this Final Judgment.

- **6.7.a.** KAISER shall maintain individual MEDICAL WASTE treatment operating records.
- **6.7.b.** KAISER shall maintain an emergency action plan complying with regulations adopted by the California Department of Public Health.
- **6.7.c.** KAISER shall maintain tracking documents or electronically archived tracking documents for all untreated MEDICAL WASTE shipped offsite for treatment.
- **6.7.d.** KAISER shall maintain MEDICAL WASTE MANAGEMENT training records for KAISER PERSONNEL for a minimum of five (5) YEARS from the date the KAISER PERSONNEL last worked at ANY COVERED FACILITY.
- **6.7.e.** KAISER shall maintain PHI training records for KAISER PERSONNEL for a minimum of five (5) YEARS from the date the KAISER PERSONNEL last worked at ANY COVERED FACILITY.

6.7.f. Within sixty (60) calendar days from the EFFECTIVE DATE, and each YEAR thereafter, KAISER shall provide the People written documentation regarding KAISER'S compliance with the requirements that it provide the training to KAISER PERSONNEL at the COVERED FACILITIES as specified in this Final Judgment. Such written documentation may consist of a summary digital record from a centrally managed electronic training program such as KP Learn or any successor program, and shall be in the form of or attached as an exhibit to a declaration signed under penalty of perjury by a KAISER EXECUTIVE that the information provided is complete and accurate. In addition, the declaration shall include and incorporate by reference an attachment consisting of representative excerpts of available training records, KAISER may redact any KAISER PERSONNEL names in whole or in part. KAISER shall also make additional training materials and records available upon request to the People in response to any reasonable request.

# 7. PAYMENTS FOR CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, AND COSTS

### 7.1 Total Payment Amount to, or at the Direction of, the People.

In settlement of this matter, KAISER shall be jointly and severally liable for obligations of FORTY-NINE MILLION DOLLARS (\$49,000,000), to, or at the direction of, the People as set forth in Paragraphs 7.1.a through 7.1.c below.

Pursuant to Government Code 26506, the proceeds of civil penalties and other monetary awards recovered in any civil action brought jointly in the name of the people of the State of California by the Attorney General and any combination of one or more district attorneys shall be paid as approved by the Court. Within the time period set forth below, payments for civil penalties, reimbursement of attorney's fees and costs, and supplemental environmental projects, as identified in **Exhibits D, E, and F**, shall be checks made out to the individual agencies as listed and delivered to Ed Ochoa at the Attorney General's Office, as identified in paragraph 9 pursuant to the terms of this Final Judgment.

7.1.a. Civil Penalties: KAISER shall be jointly and severally liable to pay
THIRTY-NINE MILLION, TWO HUNDRED AND SIXTY-THREE THOUSAND DOLLARS

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(\$39,263,000) as civil penalties pursuant to Health and Safety Code sections 25189 and 25515, Government Code section 26506, Civil Code section 56.36, and Business and Professions Code section 17206, less the credit against penalties of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) set forth in paragraph 7.1.d, below. Payment shall be made within thirty (30) calendar days from the EFFECTIVE DATE and in accordance with the terms of **Exhibit D** attached and made a part of this Final Judgment by this reference.

7.1.b. Supplemental Environmental Projects: KAISER shall pay FOUR MILLION, NINE HUNDRED AND FIVE THOUSAND DOLLARS (\$4,905,000) for supplemental environmental projects identified in Exhibit E; payment shall be made within thirty (30) calendar days from the EFFECTIVE DATE and in accordance with the terms in Exhibit E, attached and made a part of this Final Judgment by this reference.

7.1.c. Reimbursement of Costs of Investigation and Enforcement: KAISER shall pay FOUR MILLION EIGHT HUNDRED AND THIRTY-TWO THOUSAND DOLLARS (\$4,832,000) for reimbursement of attorneys' fees, costs of investigation, and other costs of enforcement to the entities identified in Exhibit F; payment shall be made within thirty (30) calendar days from the EFFECTIVE DATE and in accordance with the terms in Exhibit F, attached and made a part of this Final Judgment by this reference.

7.1.d. Penalty Credit for Supplemental Environmental Compliance Measures: KAISER shall be entitled to a credit against civil penalties in the amount of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) if, within five (5) YEARS of the entry of the Final Judgment, KAISER demonstrates that they have spent at least THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) for the Supplemental Environmental Compliance Measures for California, as identified in, and in accordance with the terms of Exhibit G, attached. KAISER shall identify and certify to the People under penalty of perjury in accordance with the terms of Exhibit G the amount of money spent, and the activities performed pursuant to this Paragraph 7.1.d.

### 7.2 Late Payments.

KAISER shall be liable for a civil penalty of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for each calendar day that one or more payment(s) required pursuant to paragraphs 7.1 is delayed. Whether a single payment or multiple payments are late on a given day, the total per day civil penalty KAISER shall be liable for is TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

### 8. MATTERS COVERED BY THIS FINAL JUDGMENT

- 8.1. In connection with COVERED FACILITIES of KAISER listed on Exhibit A to the Final Judgment, this Final Judgment is a final and binding resolution and settlement of the claims, violations or causes of action asserted and/or alleged against KAISER by the People in the Complaint filed in this action.
- 8.2. The matters described in the previous subparagraph are "Covered Matters." Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim." The Parties each reserve the right to pursue any Reserved Claim and to defend against any Reserved Claim. Reserved Claims include, but are not limited to, any claims or causes of action against KAISER accruing after the date of the filing of the Complaint. Reserved Claims also include, but are not limited to, any claims or causes of action against KAISER for performance of cleanup, corrective action, or response action for any actual past or future releases, spills, or disposals of HAZARDOUS WASTE or hazardous substances at or from COVERED FACILITIES.
- **8.3.** In any subsequent action that may be brought by the People based on any Reserved Claim, KAISER agrees that it will not assert that failing to pursue any Reserved Claim as part of this action constitutes claim-splitting, laches, or any other lack of timeliness, except for the statute of limitations.
- 8.4. KAISER covenants not to pursue any civil or administrative claims against the People or against the Attorney General, any agency of the State of California, or against the Counties of Alameda, San Bernardino, San Francisco, San Joaquin, San Mateo, and Yolo, or against any Unified Program Agency ("UPA"), or against any of their respective officers, employees, representatives, agents or attorneys arising out of any Covered Matter (unless such entities pursue

claims against KAISER, in which case KAISER reserves all rights it has to assert any rights, claims, and defenses it may have). Notwithstanding the prior sentence, with regard to the People, KAISER may seek determinations from the Court regarding the provisions of this Final Judgment pursuant to its terms.

**8.5.** In the event litigation is filed by an entity or individual that is not a party to this action against KAISER arising out of or related to a Covered Matter, KAISER shall, within sixty (60) calendar days following service of such litigation upon KAISER, notify the People of such litigation. Upon such timely notice, the People may undertake a good faith effort to determine whether the subsequent litigation is barred by the terms of this Final Judgment or the principle of res judicata. If the People determine that the subsequent litigation is barred by the terms of this Final Judgment or the principle of res judicata, the People may appear in person or in writing in such subsequent litigation to explain the People's view of the effect of this Final Judgment. In no event shall the People's failure to take a position on whether such subsequent litigation is barred by the terms of this Final Judgment establish or serve as evidence that such subsequent litigation is not so barred.

### 9. NOTICE

All submissions and notices required by this Final Judgment shall be sent to:

### For THE PEOPLE:

Attorney General of the State of California EDWARD H. OCHOA,
Senior Assistant Attorney General Environment Section
600 W. Broadway, Unit 1800
San Diego, CA 92101
Ed.Ochoa@doj.ca.gov

Alameda County District Attorney
SIMONA FARRISE BEST,
Sr. Asst. District Attorney
CARLOS J. GUZMAN, Deputy District
Attorney
Consumer Justice Bureau (formerly
CEWPD)
7677 Oakport Street, Suite 650
Oakland, CA 94621
Carlos.Guzman@acgov.org

| 1 2 3                      | San Bernardino County District Attorney STEPHANIE B. WEISSMAN, Deputy District Attorney 303 West 3 <sup>rd</sup> Street, Fifth Floor San Bernardino, CA 92415 <a href="mailto:SWeissman@sbcda.org">SWeissman@sbcda.org</a>   | Attorney General of the State of California JESSICA WANG, Deputy Attorney General Consumer Protection Section 455 Golden Gate Ave., Suite 11000 San Francisco, CA 94102-7004 Jessica. Wang@doj.ca.gov |  |  |  |
|----------------------------|--|---|--|--|--|
| 5 6 7 8 9                  | San Francisco District Attorney MATTHEW BELTRAMO, Assistant District Attorney 350 Rhode Island Street North Building, Suite 400N San Francisco, CA 94103 Matthew.Beltramo@sfgov.org  | CELESTE KAISCH, Deputy District Attorney Consumer and Environmental Crimes Unit 222 E. Weber Ave., Room 202 Stockton, CA 95202 Celeste.Kaisch@sjcda.org   |  |  |  |
| 10<br>11<br>12<br>13<br>14 | San Mateo County District Attorney KENNETH MIFSUD, Deputy District Attorney In-Charge 400 County Center, 3 <sup>rd</sup> Floor Redwood City, CA 94063 KMifsud@smcgov.org San Joaquin County District Attorney  | Yolo County District Attorney DAVID J. IREY, Assistant Chief Deputy District Attorney 301 Second Street Woodland, CA 95695 David.Irey@yolocounty.org  |  |  |  |
| 15                         | For KAISER:  |   |  |  |  |
| 16<br>17<br>18<br>19<br>20 | Vice President & Assistant General Counsel, L. Kaiser Foundation Health Plan, Inc./Kaiser Plan, Inc./K | •   |  |  |  |
| 21                         | Any Party may change its notice name and address by informing the other Party in writing,  |   |  |  |  |
| 22                         | but no change is effective until it is received. A   | all notices and other communications required or  |  |  |  |
| 23                         | permitted under this Final Judgment that are pro-  | operly addressed via United States mail or  |  |  |  |
| 24                         | electronic mail, as provided in this paragraph as  | re effective upon delivery.   |  |  |  |
| 25                         | 10. EFFECT OF FINAL JUDGMENT   | ,   |  |  |  |
| 26                         | Except as expressly provided in the Final Judgment, nothing is intended nor shall it be  |   |  |  |  |
| 27                         | construed to preclude the People, or any state, county, city, or local agency, department, board of  |   |  |  |  |

entity, or any UPA from exercising its authority under any law, statute or regulation.

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Furthermore, nothing in the Final Judgment shall be construed to excuse KAISER from compliance with any applicable laws and regulations. Except as expressly provided in the Final Judgment, KAISER retains all of its rights, claims, and defenses to the exercise of the aforementioned authority. Notwithstanding the foregoing, to the extent Kaiser believes any claim, demand, order, notice of violation, or other administrative, civil, or criminal action by any local or state government agency or authority (hereinafter, "Other Agency Requirements") conflicts with the express terms of this Final Judgment, KAISER shall provide timely notice to the People, and the People may take such action as they deem appropriate in their sole discretion. Nothing in this paragraph is intended to limit KAISER's right to apply to this Court to resolve such a conflict and/or to modify this Final Judgment.

### 11. NON-LIABILITY OF THE PEOPLE

The People shall not be liable for any injury or damage to persons or property resulting from acts or omissions by KAISER or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to the Final Judgment, nor shall the People be held as a party to or guarantor or any contract entered into by KAISER or its directors, officers, employees, agents, representatives, or contractors in carrying out the requirements of the Final Judgment.

### 12. NO WAIVER OF RIGHT TO ENFORCE

The decision of the People not to enforce any provision of the Final Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of the Final Judgment. The People are not precluded from enforcing the same or any other provision of the Final Judgment. Except as expressly provided in the Final Judgment, KAISER retains all rights, claims and defenses allowed by law to any such later enforcement. No oral advice, guidance, suggestions, or comments, not in writing, by employees or officials of any Party regarding matters covered in the Final Judgment shall be construed to relieve any Party of its obligations under the Final Judgment.

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### 13. FUTURE REGULATORY CHANGES

Nothing in the Final Judgment shall excuse KAISER from meeting any more stringent requirements that may be imposed by applicable law or by any changes in the applicable law. In addition, nothing in this Final Judgment shall be interpreted or applied in any way that would be contrary to or inconsistent with any of the requirements, prohibitions, and/or limitations set forth in the federal and state privacy and confidentiality laws, hazardous waste laws, and medical waste laws applicable to KAISER. To the extent future statutory and regulatory changes occur and the People and KAISER concur that such changes make KAISER'S obligations under law less stringent than those provided for in this Final Judgment and that as a result KAISER'S obligations in that regard under this Final Judgment should be modified accordingly, the Parties may jointly petition the Court for modifications of this Final Judgment commensurate with those changes in the law. If the Parties do not concur, KAISER may apply to this Court on noticed motion for modification of those obligations contained herein.

### 14. APPLICATION OF FINAL JUDGMENT

This Final Judgment shall apply to and be binding upon the People and upon KAISER, including its respective successors and assigns.

Unless otherwise specified herein or as required by law, all of KAISER'S requirements or obligations pursuant to this Final Judgment shall take effect as of the EFFECTIVE DATE.

### 15. CONTINUING JURISDICTION

This Court shall retain continuing jurisdiction over this Final Judgment and the Parties hereto for the purpose of enabling the Parties to apply to the Court for such orders or directions as may be necessary or appropriate for the construction or modification of the injunctive provisions of this Judgment, and for the enforcement of this Judgment, and for any other purpose authorized by law. Except as otherwise provided in Paragraph 23, the Parties shall meet and confer at least ten (10) business days prior to the filing of any application or motion relating to this Final Judgment, and shall negotiate in good faith in an effort to resolve any dispute without judicial intervention; provided, however, that the ten (10) day period referenced above shall be shortened to five (5) business days regarding any alleged violation of Paragraphs 4, 5, and 6, inclusive of all

sub-parts of this Final Judgment. If the Parties are unable to resolve their dispute after meet-and-confer discussions, any Party may move this Court seeking a resolution of that dispute by the Court.

### 16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

On reasonable notice, KAISER shall produce KAISER'S records and documents regarding KAISER'S MANAGEMENT of HAZARDOUS WASTE, MEDICAL WASTE, or PHI to the People.

Nothing in this Final Judgment is intended or shall be construed to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law.

### 17. PAYMENT OF LITIGATION EXPENSES AND FEES

KAISER shall pay its own attorney fees, expert witness fees and costs, and all other costs of litigation and investigation incurred to date.

### 18. DECLARATION UNDER PENALTY OF PERJURY

Whenever the Final Judgment requires a declaration or certification by KAISER EXECUTIVE, such declaration or certification shall include the following language:

To the best of my knowledge, based on information and belief and after reasonable investigation, I declare (or certify) under penalty of perjury that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are civil and criminal penalties for submitting false information.

### 19. INTERPRETATION

The Final Judgment was drafted by the respective Parties. The Parties agree that the rule of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of the Final Judgment.

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#### 20. **INTEGRATION**

The Final Judgment constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in the Final Judgment. No oral representations have been made or relied upon other than as expressly set forth herein.

### 21. MODIFICATION OF FINAL JUDGMENT

This Final Judgment may be modified only on noticed motion by one of the Parties with approval of the Court, or upon written consent by all of the Parties and the approval of the Court.

#### 22. FORCE MAJEURE

It is not a breach of KAISER'S obligations under paragraph 5 through paragraph 7 if KAISER is unable to perform due to a Force Majeure event. A Force Majeure event is any event that arises beyond the control of KAISER that prevents the performance of such an obligation despite KAISER'S timely and diligent efforts to fulfill the obligation. A Force Majeure event does not include financial inability to fund or complete the obligation, any failure by KAISER'S suppliers, contractors, subcontractors or other persons contracted to perform the obligation for or on behalf of KAISER (unless their failure to do so is itself due to a Force Majeure event), nor does it include circumstances that could have been avoided if KAISER had complied with preventative requirements imposed by law, regulation or ordinance. Without limitation, a Force Majeure event includes (a) pandemics, quarantines, mass casualty, civil unrest, war, power outages, concerted labor slow-downs, stoppages, and strikes, fires, and natural disasters such as wildfires (whether or not human-caused), floods, earthquakes, and extreme weather, and any action, regulation, order, restriction or public advisory recommendation issued or imposed by any governmental entity or official (whether federal, state, local or international) and/or (b) any event constituting a Force Majeure event under California common law.

a. The Parties understand and acknowledge that they are entering into this Final Judgment and Permanent Injunction in the midst of the worldwide COVID-19 pandemic. The impact of this pandemic, together with federal, state, and local actions, advisories, rules, and regulations have and will impact KAISER'S operations for an unknown period into the future. Notwithstanding KAISER'S present ability to comply with the terms of this Final Judgment and

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Permanent Injunction, the Parties acknowledge that this pandemic, including any later resurgence of COVID-19, may give rise to new or changed conditions that constitute *Force Majeure* events. KAISER is not barred from asserting *Force Majeure* under this section solely on the grounds that such events may be foreseeable.

- b. If KAISER claims a Force Majeure event, it shall notify the People in writing within five (5) business days of when KAISER first learns that the event will prevent performance of an obligation in paragraphs 4 through paragraphs 6, inclusive of all subparts. Within fourteen (14) calendar days after the date of the written notice to the People, KAISER shall provide to the People a written explanation and description of the reasons for the prevention of performance, all actions taken or to be taken to prevent or mitigate the non-performance, the anticipated date for performance, an explanation of why the event is a Force Majeure event, and any documentation to support KAISER'S explanation. Within fourteen (14) calendar days of receipt of such explanation, the People will notify KAISER in writing whether the People agree or disagree with KAISER'S assertion of a Force Majeure event. If the Parties do not agree that a particular delay or lack of performance is attributable to a Force Majeure event, either Party may petition the Court to resolve the dispute. If either Party petitions the Court to resolve the dispute, it will neither preclude nor prejudice the People from bringing a motion to enforce any of the provisions of paragraphs 4 through paragraphs 6, inclusive of all subparts against KAISER. Nothing in this paragraph shall preclude the Parties from informally resolving any dispute regarding a Force Majeure event.
- c. The time for performance of the obligations under paragraphs 4 through paragraphs 6, inclusive of all subparts of this Final Judgment that are affected by a Force Majeure event will be extended for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the Force Majeure event shall not, of itself, extend the time for performance of any other obligation.
- d. If the People choose to enforce the provisions of paragraphs 4 through paragraphs 6, inclusive of all subparts against KAISER for the failure to perform in spite of KAISER'S claim of

a Force Majeure event, KAISER may raise the claimed Force Majeure event as a defense to such an action and shall have the burden of proof to demonstrate the Force Majeure event.

### 23. TERMINATION OF FINAL JUDGMENT

- 23.1. At any time after this Final Judgment has been in effect for five (5) YEARS, and KAISER has paid and expended any and all amounts due under this Final Judgment, and maintained substantial compliance with the injunctive terms of paragraphs 4 through 6, inclusive of all subparts, KAISER may file a motion requesting a Court order that the injunctive provisions of paragraphs 4 through 6 shall have no prospective force or effect based on KAISER'S showing of substantial compliance with the injunctive terms of this Final Judgment. KAISER shall notify the People in writing of its intent to file the motion at least sixty (60) calendar days prior to filing the motion. After KAISER has served on the People written notice of its intent to file a motion to terminate the injunctive provisions of this Final Judgment, the Parties agree that they will meet and confer within fifteen (15) calendar days of the People's receipt of such written notice to discuss the proposed motion and KAISER'S compliance with the terms of this Final Judgment, and to determine if a stipulation for termination can be reached.
- 23.2. In the event that KAISER files a motion to terminate the injunctive provisions of the Final Judgment, the motion shall be served on the People no later than ninety (90) calendar days prior to the hearing date. None of the injunctive provisions of this Final Judgment will terminate prior to the Court's final ruling on KAISER'S motion. The People may file an opposition to such motion within forty-five (45) calendar days of receipt of the KAISER'S noticed motion. If there is an opposition, KAISER shall file any reply within twenty-one (21) calendar days of service of any opposition by the People. In the event that the People do not file an opposition to the motion, that non-opposition shall not constitute a waiver or estoppel of the People's authority to otherwise enforce any violation of law or of the injunction prior to its termination, and shall have no evidentiary effect. The Parties agree that the Court may grant KAISER'S motion upon determining that KAISER has demonstrated that it has paid any and all amounts due under this Final Judgment and has maintained substantial compliance with the obligations set forth in this Final Judgment. If the Court does not grant KAISER'S motion or

does not grant a termination of all injunctive requirements of paragraphs 4 through 6, KAISER may file a subsequent motion asking for termination of the unterminated injunctive requirements, consistent with the terms of this paragraph, provided that such motion is filed no sooner than one YEAR after the Court issues its order denying KAISER'S prior motion, or sooner if permitted by the Court.

23.3. In the event the injunction set forth herein is terminated upon KAISER'S motion or for any other reason, the termination of the injunctive provisions of this Final Judgment shall have no effect on KAISER'S obligation to comply with all applicable requirements imposed by statute, regulation, ordinance, or law, or on the People's right to investigate or enforce the Reserved Claims.

### 24. PATIENT CARE AND PRIVACY

The Parties acknowledge and agree that notwithstanding any other provision in this Final Judgment, nothing in this Final Judgment shall be interpreted or applied in any way that would be contrary to or inconsistent with any of the requirements, prohibitions, and/or limitations set forth in the federal and state privacy, confidentiality, and patient care laws applicable to KAISER.

IT IS ORDERED, ADJUDGED, AND DECREED THAT THE FINAL JUDGMENT AND PERMANENT INJUNCTION BE ENTERED AS PROVIDED HEREIN.

TUDGE OF THE SUPERIOR COURT

Jayne C. Lee

### **EXHIBIT A - Kaiser Covered Facilities**

| $\Box$        | Location Name   | Building Address                    | City                   | County             |
|---------------|---|-------------------------------------|------------------------|--------------------|
| 1             | Alameda Medical Offices                                 | Central Ave.                        | Alameda                | Alameda            |
| 1 2           | Alameda Medical Offices                                 | Central Ave.                        | Alameda                | Alameda            |
| 3             | Alameda Human Resource Service Center                   | Harbor Bay Pkwy.                    | Alameda                | Alameda            |
| 4             | Berkeley Medical Offices                                | 10 St                               | Berkeley               | Alameda            |
| 5             | Berkeley Campus   | Eastshore Hwy.                      | Berkeley               | Alameda            |
| 6             | Berkeley Campus   | Eastshore Hwy.                      | Berkeley               | Alameda            |
| 7             | Berkeley Campus   | Eastshore Hwy.                      | Berkeley               | Alameda            |
| -             | Berkeley Biomedical Engineering                         | Second St.                          | Berkeley               | Alameda            |
| 9             | Berkeley Campus   | Second St.                          | Berkeley               | Alameda            |
| 10            | Berkeley Campus   | Second St.                          | Berkeley               | Alameda            |
| 11            | Berkeley Campus   | Second St.                          | Berkeley               | Alameda            |
| 12            | Dublin Land   | Dublin Blvd.                        | Dublin                 | Alameda            |
| 13            | Dublin Land   | Dublin Blvd.                        | Dublin                 | Alameda            |
| 14            | Fremont Medical Center                                  | Boscell Rd.                         | Fremont                | Alameda            |
| 15            | Fremont Medical Center                                  | Civic Center Dr., 3rd Fl.           | Fremont                | Alameda            |
| 16            | Fremont Medical Center                                  | Paseo Padre Pkwy                    | Fremont                | Alameda            |
| _             | Fremont Medical Center                                  | Paseo Padre Pkwy.                   | Fremont                | Alameda            |
| $\vdash$      | Fremont Medical Center                                  | Paseo Padre Pkwy.                   | Fremont                | Alameda            |
|               | Fremont Medical Center                                  | Paseo Padre Pkwy.                   | Fremont                | Alameda            |
| -             | Fremont Medical Center                                  | Paseo Padre Pkwy.                   | Fremont                | Alameda            |
| -             | Fremont Medical Center                                  | Paseo Padre Pkwy.                   | Fremont                | Alameda            |
| -             | Fremont Medical Center                                  | Paseo Padre Pkwy.                   | Fremont                | Alameda            |
| -             | Fremont Medical Center                                  | Paseo Padre Pkwy.                   | Fremont                | Alameda            |
| -             | Fremont Medical Center                                  | Paseo Padre Pkwy.                   | Fremont                | Alameda            |
| -             | Hayward Medical Center                                  | Hesperian Blvd.                     | Hayward                | Alameda            |
|               | Hayward Medical Center                                  | Hesperian Blvd.                     | Hayward                | Alameda            |
| -             | Hayward Medical Center                                  | Hesperian Blvd.                     | Hayward                | Alameda            |
| $\overline{}$ | Hayward Sky West Commons                                | Hesperian Blvd.                     | Hayward                | Alameda            |
|               | San Leandro Skilled Nursing                             | Mattox Rd.                          | Hayward                | Alameda            |
| -             | Hayward Medical Center                                  | Sleepy Hollow South                 | Hayward                | Alameda            |
| -             | Sleepy Hollow Medical Offices                           | Sleepy Hollow South                 | Hayward                | Alameda            |
| -             | Livermore Medical Offices Livermore Distribution Center | Las Positas Rd. Pullman St.         | Livermore              | Alameda            |
| _             | Livermore Distribution Center                           | Pullman St.                         | Livermore<br>Livermore | Alameda<br>Alameda |
| -             | Livermore Distribution Center                           | Pullman St.                         | Livermore              | Alameda            |
| -             | Livermore Distribution Center                           | Pullman St.                         | Livermore              | Alameda            |
|               | Regional - Oakland                                      | 19th                                | Oakland                | Alameda            |
| -             | Division of Research - Oakland                          | Broadway                            | Oakland                | Alameda            |
| -             | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
|               | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| <b>├</b>      | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
|               | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| _             | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| -             | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| -             | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| _             | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
|               | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| $\overline{}$ | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| 49            | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| _             | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| 51            | Oakland Medical Center                                  | Broadway                            | Oakland                | Alameda            |
| _             | Regional - Oakland                                      | Broadway                            | Oakland                | Alameda            |
| -             | Pharmacy Distribution Warehouse                         | Coliseum Way                        | Oakland                | Alameda            |
| -             | Regional - Oakland                                      | Franklin St.                        | Oakland                | Alameda            |
| _             | Harrison  | Harrison St.                        | Oakland                | Alameda            |
| -             | Oakland Medical Center                                  | Howe St.                            | Oakland                | Alameda            |
| -             | Oakland Medical Center                                  | Howe St.                            | Oakland                | Alameda            |
| —             | Oakland Medical Center                                  | Howe St.                            | Oakland                | Alameda            |
|               | Ordway  | Lakeside Dr.                        | Oakland                | Alameda            |
| -             | Oakland Medical Center                                  | MacArthur Blvd., CPM Bldg. Ste. 117 | Oakland                | Alameda            |
| _             | Ordway  | One Kaiser Plaza                    | Oakland                | Alameda            |
| 62            | Oakland Medical Center                                  | Piedmont Ave.                       | Oakland                | Alameda            |

| ! Location Name Building Address CC 63 Oakland Medical Center Piedmont Ave. Oakland 64 Oakland Medical Center Telegraph Oakland 65 Oakland Medical Center W MacArthur Blvd Oakland 66 Oakland Medical Center W. Macarthur Blvd. Oakland 67 Oakland Medical Center W. Macarthur Blvd. Oakland 68 Oakland Medical Center W. MacArthur Blvd. Oakland 69 Oakland Medical Center W. MacArthur Blvd. Oakland 70 Oakland Medical Center Webster Oakland 70 Oakland Regional Support Webster St. Oakland 71 Regional - Oakland Webster St. Oakland 72 Pleasanton Medical Offices Hacienda Dr., Bldg A Pleasanton 73 Pleasanton Medical Offices Hacienda Dr., Bldg B Pleasanton 74 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanton 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanton 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanton 77 Pleasanton Medical Offices Owens Dr. Pleasanton 78 Pleasanton Medical Offices Owens Dr. Pleasanton 79 Pleasanton Medical Offices Owens Dr. Pleasanton | on Alameda<br>on Alameda<br>on Alameda<br>on Alameda   |
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| 64 Oakland Medical Center Telegraph Oakland 65 Oakland Medical Center W MacArthur Blvd Oakland 66 Oakland Medical Center W. Macarthur Blvd. Oakland 67 Oakland Medical Center W. Macarthur Blvd. Oakland 68 Oakland Medical Center W. MacArthur Blvd. Oakland 69 Oakland Medical Center Webster Oakland 70 Oakland Regional Support Webster St. Oakland 71 Regional - Oakland Webster St. Oakland 72 Pleasanton Medical Offices Hacienda Dr., Bldg A Pleasanto 73 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanto 74 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto   | Alameda On Alameda On Alameda On Alameda On Alameda On Alameda |
| 66 Oakland Medical Center W. Macarthur Blvd. Oakland 67 Oakland Medical Center W. Macarthur Blvd. Oakland 68 Oakland Medical Center W. MacArthur Blvd. Oakland 69 Oakland Medical Center Webster Oakland 70 Oakland Regional Support Webster St. Oakland 71 Regional - Oakland Webster St. Oakland 72 Pleasanton Medical Offices Hacienda Dr., Bldg A Pleasanto 73 Pleasanton Medical Offices Hacienda Dr., Bldg B Pleasanto 74 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanto 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto  | Alameda Alameda Alameda Alameda Alameda Alameda Alameda Alameda on Alameda on Alameda on Alameda on Alameda                                    |
| 66 Oakland Medical Center W. Macarthur Blvd. Oakland 67 Oakland Medical Center W. Macarthur Blvd. Oakland 68 Oakland Medical Center W. MacArthur Blvd. Oakland 69 Oakland Medical Center Webster Oakland 70 Oakland Regional Support Webster St. Oakland 71 Regional - Oakland Webster St. Oakland 72 Pleasanton Medical Offices Hacienda Dr., Bldg A Pleasanto 73 Pleasanton Medical Offices Hacienda Dr., Bldg B Pleasanto 74 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanto 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto  | Alameda Alameda Alameda Alameda Alameda Alameda On Alameda On Alameda On Alameda On Alameda On Alameda   |
| 68 Oakland Medical Center W. MacArthur Blvd. Oakland 69 Oakland Medical Center Webster Oakland 70 Oakland Regional Support Webster St. Oakland 71 Regional - Oakland Webster St. Oakland 72 Pleasanton Medical Offices Hacienda Dr., Bldg A Pleasanto 73 Pleasanton Medical Offices Hacienda Dr., Bldg B Pleasanto 74 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanto 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto  | Alameda  |
| 69 Oakland Medical Center Webster Oakland 70 Oakland Regional Support Webster St. Oakland 71 Regional - Oakland Webster St. Oakland 72 Pleasanton Medical Offices Hacienda Dr., Bldg A Pleasanto 73 Pleasanton Medical Offices Hacienda Dr., Bldg B Pleasanto 74 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanto 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto   | Alameda  |
| 70 Oakland Regional Support  71 Regional - Oakland  72 Pleasanton Medical Offices  73 Pleasanton Medical Offices  74 Pleasanton Medical Offices  75 Pleasanton Medical Offices  76 Pleasanton Medical Offices  77 Pleasanton Medical Offices  78 Pleasanton Medical Offices  79 Pleasanton Medical Offices  70 Pleasanton Medical Offices  71 Pleasanton Medical Offices  72 Pleasanton Medical Offices  73 Pleasanton Medical Offices  74 Pleasanton Medical Offices  75 Pleasanton Medical Offices  76 Pleasanton Medical Offices  77 Pleasanton Medical Offices  78 Pleasanton Medical Offices  79 Pleasanton Medical Offices  70 Owens Dr.  70 Pleasanton Medical Offices  70 Owens Dr.  71 Pleasanton Medical Offices  72 Pleasanton Medical Offices  73 Pleasanton Medical Offices  74 Pleasanton Medical Offices  75 Pleasanton Medical Offices  76 Pleasanton Medical Offices  77 Pleasanton Medical Offices  78 Pleasanton Medical Offices  79 Pleasanton Medical Offices  79 Pleasanton Medical Offices  70 Owens Dr.  70 Pleasanton Medical Offices   | Alameda Alameda on Alameda on Alameda on Alameda on Alameda on Alameda on Alameda  |
| 71 Regional - Oakland  72 Pleasanton Medical Offices  Hacienda Dr., Bldg A  Pleasanton Medical Offices  Hacienda Dr., Bldg B  Pleasanton Medical Offices  Hacienda Dr., Bldg C  Pleasanton Medical Offices  Hacienda Dr., Bldg D  Pleasanton Medical Offices  Hacienda Dr., Bldg D  Pleasanton Medical Offices  Hacienda Dr., Bldg D  Pleasanton Medical Offices  Hopyard Rd., Ste. 140/270  Pleasanton Medical Offices  Owens Dr.   | Alameda on Alameda on Alameda on Alameda on Alameda on Alameda on Alameda  |
| 72 Pleasanton Medical Offices Hacienda Dr., Bldg A Pleasanto 73 Pleasanton Medical Offices Hacienda Dr., Bldg B Pleasanto 74 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanto 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto   | on Alameda on Alameda on Alameda on Alameda on Alameda on Alameda  |
| 73 Pleasanton Medical Offices Hacienda Dr., Bldg B Pleasanto 74 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanto 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto Pleasanton Medical Offices Owens Dr. Pleasanto   | on Alameda<br>on Alameda<br>on Alameda<br>on Alameda   |
| 74 Pleasanton Medical Offices Hacienda Dr., Bldg C Pleasanto 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto Pleasanton Medical Offices Owens Dr. Pleasanto  | on Alameda<br>on Alameda<br>on Alameda   |
| 75 Pleasanton Medical Offices Hacienda Dr., Bldg D Pleasanto 76 Pleasanton Medical Offices Hopyard Rd., Ste. 140/270 Pleasanto 77 Pleasanton Medical Offices Owens Dr. Pleasanto 78 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto 79 Pleasanton Medical Offices Owens Dr. Pleasanto  | on Alameda<br>on Alameda   |
| 76 Pleasanton Medical OfficesHopyard Rd., Ste. 140/270Pleasanton77 Pleasanton Medical OfficesOwens Dr.Pleasanton78 Pleasanton Medical OfficesOwens Dr.Pleasanton79 Pleasanton Medical OfficesOwens Dr.Pleasanton  | on Alameda   |
| 77 Pleasanton Medical OfficesOwens Dr.Pleasanton78 Pleasanton Medical OfficesOwens Dr.Pleasanton79 Pleasanton Medical OfficesOwens Dr.Pleasanton  |  |
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| 79 Pleasanton Medical Offices Owens Dr. Pleasanto   |  |
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| 81 Pleasanton Medical Offices Stoneridge Dr. Pleasanto  |  |
| 82 Pleasanton Medical Offices Stoneridge Mall Rd. Pleasanto   |  |
| 83 San Leandro Skilled Nursing 168th Ave. San Leand   | -  |
| 84 San Leandro Skilled Nursing 168th Ave.  |  |
| 86 San Leandro Skilled Nursing 168th Ave. San Leandro Skilled Nursing 168th Ave. San Leandro Skilled Nursing 168th Ave.   |  |
| 87 San Leandro Medical Center Merced St. San Leandro  |  |
| 88 San Leandro Medical Center Fairway Dr. San Leand   |  |
| 89 San Leandro Medical Center Merced St. San Leandro  |  |
| 90 San Leandro Medical Center Merced St. San Leane  |  |
| 91 Ordway Whitney St. San Leani   |  |
| 92 Hayward Medical Center Eigenbrodt Way Union Cit  |  |
| 93 Hayward Medical Center Whipple Rd. Union Cit   |  |
| 94 Hayward Medical Center Whipple Rd. Union Cit   | y Alameda  |
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| 96 Sacramento Medical Center Sacramento Sacramento  | nto CA   |
| 97 Antioch Delta Fair Medical Offices Delta Fair Blvd. Antioch  | Contra Costa   |
| 98 Antioch Delta Fair Medical Offices Delta Fair Blvd. Antioch  | Contra Costa   |
| 99 Antioch Delta Fair Medical Offices Delta Fair Blvd. Antioch  | Contra Costa   |
| 100 Antioch Delta Fair Medical Offices Delta Fair Blvd. Antioch   | Contra Costa   |
| 101 Antioch Delta Fair Medical Offices Delta Fair Blvd., Bldg. C Antioch  | Contra Costa   |
| 102 Antioch Delta Fair Medical Offices Delta Fair Blvd., Bldg. E Antioch  | Contra Costa   |
| 103 Antioch Delta Fair Medical Offices Hillcrest Ave. Antioch   | Contra Costa   |
| 104 Antioch Medical Center Sand Creek Rd. Antioch   | Contra Costa   |
| 105 Antioch Medical Center Sand Creek Rd. Antioch   | Contra Costa   |
| 106 Antioch Medical Center Sand Creek Rd. Antioch   | Contra Costa   |
| 107 Martinez Medical Offices Muir Rd. Martinez  108 Martinez Medical Offices Muir Rd. Martinez  |  |
| 108 Martinez Medical Offices     Muir Rd.     Martinez       109 Martinez Medical Offices     Muir Rd.     Martinez   |  |
| 109 Martinez Medical Offices     Muir Rd.     Martinez       110 Martinez Medical Offices     Muir Rd.     Martinez   |  |
| 111 Martinez Medical Offices Muir Rd. Martinez  111 Martinez Medical Offices Muir Rd. Martinez  |  |
| 112 Martinez Medical Offices Muir Rd. Martinez  112 Martinez Medical Offices Muir Rd. Martinez  |  |
| 113 Martinez Medical Offices Muir Rd. Martinez  |  |
| 114 Martinez Medical Offices Muir Rd. Martinez  |  |
| 115 Martinez Medical Offices Muir Rd. Martinez  |  |
| 116 Martinez Medical Offices Muir Rd. Martinez  |  |
| 117 Martinez Medical Offices Muir Rd. Martinez  |  |
| 118 Martinez Medical Offices Muir Rd. Martinez  |  |
| 119 Martinez Medical Offices Muir Rd. Martinez  |  |
| 120 Martinez Medical Offices Muir Rd. Martinez  | Contra Costa   |
| 121 Martinez Medical Offices Muir Rd. Martinez  | Contra Costa   |
| 122 Martinez Tiburon Regional Roman Wy. Martinez  | Contra Costa   |
| 123 Pinole Vista Crossing     Fitzgerald Dr.     Pinole   | Contra Costa   |
| Pinole Medical Offices Pinole Valley Rd. Pinole   | Contra Costa   |

| Π             | Location Name  | Building Address                         | City                      | County                       |
|---------------|--|--|---------------------------|------------------------------|
| 125           | Richmond Medical Center                                  | Harbour Way                              | Richmond                  | Contra Costa                 |
| 126           | Richmond Medical Center                                  | MacDonald                                | Richmond                  | Contra Costa                 |
| 127           | Marina Way South   | Marina Way South                         | Richmond                  | Contra Costa                 |
| -             | Marina Way South   | Marina Way South                         | Richmond                  | Contra Costa                 |
| 129           | School of Allied Health Sciences                         | Marina Way South                         | Richmond                  | Contra Costa                 |
| 130           | Richmond Medical Center                                  | Nevin Ave.                               | Richmond                  | Contra Costa                 |
| 131           | Richmond Medical Center                                  | Nevin Ave.                               | Richmond                  | Contra Costa                 |
| 132           | Richmond Medical Center                                  | Nevin Ave.                               | Richmond                  | Contra Costa                 |
| 133           | Richmond Medical Center                                  | Nevin Ave.                               | Richmond                  | Contra Costa                 |
| 134           | Richmond Medical Center                                  | Nevin Ave.                               | Richmond                  | Contra Costa                 |
| 135           | San Ramon Medical Offices                                | Camino Ramon                             | San Ramon                 | Contra Costa                 |
|               | Park Shadelands Medical Offices                          | Lennon Lane                              | Walnut Creek              | Contra Costa                 |
| -             | Park Shadelands Medical Offices                          | Lennon Lane                              | Walnut Creek              | Contra Costa                 |
| -             | Park Shadelands Medical Offices                          | Lennon Lane                              | Walnut Creek              | Contra Costa                 |
| -             | Walnut Creek - IT  | Lennon Ln.                               | Walnut Creek              | Contra Costa                 |
| -             | Walnut Creek Medical Center                              | Lilac Dr.                                | Walnut Creek              | Contra Costa                 |
| _             | Walnut Creek Medical Center                              | Maria Ln., Ste. 150 & 300                | Walnut Creek              | Contra Costa                 |
|               | Walnut Creek Medical Center                              | Maria Ln., Ste. 250, 265, 270, 330 & 340 | Walnut Creek              | Contra Costa                 |
| -             |  | Maria Ln., Ste. 280, 310 & 350           | Walnut Creek              | Contra Costa                 |
| -             | Walnut Creek Medical Center                              | Maria Ln., Ste. 340, 420 & 460           | Walnut Creek              | Contra Costa                 |
| -             | Park Shadelands Medical Offices                          | Mitchell Dr.                             | Walnut Creek              | Contra Costa                 |
| $\overline{}$ | Park Shadelands Medical Offices                          | N. Wiget                                 | Walnut Creek              | Contra Costa                 |
| -             | Walnut Creek Medical Center Walnut Creek Medical Center  | Newell Ave.                              | Walnut Creek Walnut Creek | Contra Costa<br>Contra Costa |
|               | Walnut Creek Medical Center Walnut Creek Medical Center  | Newell Ave.                              | Walnut Creek              | Contra Costa                 |
| $\vdash$      | Walnut Creek Medical Center  Walnut Creek Medical Center | Newell Ave.                              | Walnut Creek              | Contra Costa                 |
|               | Walnut Creek Medical Center                              | Newell Ave.                              | Walnut Creek              | Contra Costa                 |
| -             | Walnut Creek Medical Center  Walnut Creek Medical Center | Newell Ave.                              | Walnut Creek              | Contra Costa                 |
| <del>  </del> | Walnut Creek Medical Center                              | S. Broadway                              | Walnut Creek              | Contra Costa                 |
| $\vdash$      | Walnut Creek Medical Center                              | S. California Blvd.                      | Walnut Creek              | Contra Costa                 |
| $\overline{}$ | Walnut Creek Medical Center                              | S. California St.                        | Walnut Creek              | Contra Costa                 |
| 156           | Walnut Creek Medical Center                              | S. Main St.                              | Walnut Creek              | Contra Costa                 |
| 157           | Walnut Creek Medical Center                              | S. Main St.                              | Walnut Creek              | Contra Costa                 |
| 158           | Walnut Creek Medical Center                              | S. Main St.                              | Walnut Creek              | Contra Costa                 |
| 159           | Walnut Creek Medical Center                              | S. Main St.                              | Walnut Creek              | Contra Costa                 |
| 160           | Park Shadelands Medical Offices                          | Shadelands                               | Walnut Creek              | Contra Costa                 |
| 161           | Clovis Medical Offices                                   | E. Herndon Ave.                          | Clovis                    | Fresno                       |
| $\overline{}$ | Fresno Medical Center                                    | Blackstone Ave.                          | Fresno                    | Fresno                       |
| -             | Fresno Medical Center                                    | E. Shaw Ave., Bldg. B                    | Fresno                    | Fresno                       |
|               | Fresno Medical Center                                    | E. Shaw Ave., Bldg. C                    | Fresno                    | Fresno                       |
| -             | Fresno Medical Center                                    | N Cedar                                  | Fresno                    | Fresno                       |
| -             | Fresno Medical Center                                    | N. First St.                             |                           | Fresno                       |
| -             | Fresno Medical Center                                    | N. Fresno                                |                           | Fresno                       |
| -             | Fresno Medical Center                                    | N. Fresno                                | Fresno                    | Fresno                       |
| -             | Fresno Medical Center                                    | N. Fresno                                | Fresno                    | Fresno                       |
| -             | Fresno Medical Center                                    | N. Fresno                                | Fresno                    | Fresno                       |
|               | Fresno Medical Center                                    | N. Fresno                                | Fresno                    | Fresno                       |
| -             | Fresno Medical Center Fresno Medical Center              | N. Fresno                                | Fresno                    | Fresno                       |
| -             | Fresno Medical Center Fresno Medical Center              | N. Fresno                                | Fresno                    | Fresno                       |
| _             | Fresno Medical Center Fresno Medical Center              | N. Fresno<br>N. Fresno                   | Fresno<br>Fresno          | Fresno<br>Fresno             |
| -             | Fresno Medical Center                                    | N. Fresno                                | Fresno                    | Fresno                       |
| -             | Fresno Medical Center                                    | N. Fresno                                | Fresno                    | Fresno                       |
| -             | Fresno Medical Center                                    | N. Fresno St., Ste. 400 & 480            | Fresno                    | Fresno                       |
| -             | Walmart Fresno - KP Care Corner                          | W. Shaw Ave.                             | Fresno                    | Fresno                       |
| -             | Selma Medical Office                                     | Highland Avenue                          | Selma                     | Fresno                       |
| -             | Bakersfield Warehouse/Chartroom                          | 16th St., Ste 100-107                    | Bakersfield               | Kern                         |
| _             | Bakersfield Warehouse/Chartroom                          | 16th St., Ste 109 & 111                  | Bakersfield               | Kern                         |
|               | Bakersfield Administrative Offices                       | California Ave.                          | Bakersfield               | Kern                         |
| -             | Bakersfield Behavior Health                              | California Ave., Ste. 200                | Bakersfield               | Kern                         |
| 185           | Chester Avenue Medical Offices                           | Chester Ave.                             | Bakersfield               | Kern                         |
| 400           | Bakersfield Chester Medical Offices                      | Chester Ave., Ste. 305 & 310             | Bakersfield               | Kern                         |

|               | Location Name                                     | Building Address          | City              | County                     |
|---------------|---|---------------------------|-------------------|----------------------------|
|               | Coffee Road Medical Office                        | Coffee Road, Ste. 100     | Bakersfield       | Kern                       |
| -             | Discovery Plaza Medical Offices                   | Discovery Dr.             | Bakersfield       | Kern                       |
| _             | Walmart Bakersfield - KP Care Corner              | Gosford Rd.               | Bakersfield       | Kern                       |
| 190           | East Hills Medical Offices                        | Mall View Dr.             | Bakersfield       | Kern                       |
| 191           | Ming Medical Offices                              | Ming Ave.                 | Bakersfield       | Kern                       |
| 192           | Vision Essentials - Bakersfield                   | Ming Ave., Ste. 1-1B      | Bakersfield       | Kern                       |
| 193           | Bakersfield San Dimas Medical Offices             | San Dimas St.             | Bakersfield       | Kern                       |
| 194           | Stockdale Medical Offices                         | Stockdale Hwy.            | Bakersfield       | Kern                       |
| 195           | Tehachapi Medical Offices                         | Tehachapi Blvd., Ste. D   | Tehachapi         | Kern                       |
| 196           | Baldwin Park Medical Center                       | Baldwin Park Blvd.        | Baldwin Park      | Los Angeles                |
| 197           | Baldwin Park Medical Center                       | Baldwin Park Blvd.        | Baldwin Park      | Los Angeles                |
| 198           | Baldwin Park Medical Center                       | Baldwin Park Blvd.        | Baldwin Park      | Los Angeles                |
| 199           | Baldwin Park Educational Outreach Prgrm           | Maine St.                 | Baldwin Park      | Los Angeles                |
|               | Bellflower Medical Center                         | Rosecrans Ave.            | Bellflower        | Los Angeles                |
| 201           | Bellflower Medical Center                         | Rosecrans Ave.            | Bellflower        | Los Angeles                |
| _             | Marketing, Sales, Service and Admin               | Thornton Ave.             | Burbank           | Los Angeles                |
| 203           | Carson Main Street Health Pavilion                | S. Main St.               | Carson            | Los Angeles                |
|               | Carson Main Street Health Pavilion                | S. Main St.               | Carson            | Los Angeles                |
| $\vdash$      | Cerritos Medical Offices                          | 183rd Ave.                | Cerritos          | Los Angeles                |
| -             | Crossroads Medical Offices                        | Crossroads Pkwy.          | City of Industry  | Los Angeles                |
| -             | Indian Hill Medical Offices                       | W. San Jose Ave.          | Claremont         | Los Angeles                |
|               | Cudahy Medical Offices                            | Atlantic Ave.             | Cudahy            | Los Angeles                |
| $\overline{}$ | West Los Angeles Medical Center                   | McConnell Ave.            | Culver City       | Los Angeles                |
|               | Diamond Bar Medical Offices                       | Bridgegate Dr.            | Diamond Bar       | Los Angeles                |
| -             | Downey Administrative Office                      | Beliflower Blvd.          | Downey            | Los Angeles                |
| _             | Downey Boeing Building                            | Beliflower Blvd.          | Downey            | Los Angeles                |
|               | Downey Service Center                             | Dalen St.                 | Downey            | Los Angeles                |
| _             | Downey Medical Center                             | Imperial Hwy.             | Downey            | Los Angeles                |
| -             | Garden Medical Offices                            | Imperial Hwy.             | Downey            | Los Angeles                |
| _             | Imperial Medical Offices                          | Imperial Hwy.             | Downey            | Los Angeles                |
| -             | Imperial Medical Offices                          | Imperial Hwy.             | Downey            | Los Angeles                |
| -             | Imperial Medical Offices Imperial Medical Offices | Imperial Hwy.             | Downey<br>Downey  | Los Angeles<br>Los Angeles |
| $\overline{}$ | Imperial Medical Offices                          | Imperial Hwy.             | Downey            | Los Angeles                |
| -             | Carson South Bay Medical Offices                  | S. Figueroa St.           | Gardena           | Los Angeles                |
| -             | Gardena Medical Offices                           | S. Western Ave.           | Gardena           | Los Angeles                |
| -             | Glendale Orange Street Medical Offices            | N. Orange St.             | Glendale          | Los Angeles                |
| $\vdash$      | Glendale Medical Offices                          | W. Glengaks Blvd.         | Glendale          | Los Angeles                |
| -             | San Fernando Home Health                          | Balboa Blvd.              | Granada Hills     | Los Angeles                |
|               | South Bay Medical Center                          | S. Normandie Ave.         | Harbor City       | Los Angeles                |
| -             | South Bay Medical Center                          | S. Normandie Ave.         | Harbor City       | Los Angeles                |
|               | South Bay Medical Center                          | S. Normandie Ave.         | Harbor City       | Los Angeles                |
|               | South Bay Medical Center                          | S. Normandie Ave.         | Harbor City       | Los Angeles                |
| -             | South Bay Medical Center                          | S. Normandie Ave.         | Harbor City       | Los Angeles                |
| -             | South Bay Medical Center                          | S. Normandie Ave., Lot 10 | Harbor City       | Los Angeles                |
| -             | Coastline Medical Offices                         | S. Vermont St.            | Harbor City       | Los Angeles                |
| 233           | South Bay Medical Center                          | S. Vermont St.            | Harbor City       | Los Angeles                |
| 234           | South Bay Medical Center                          | S. Vermont St.            | Harbor City       | Los Angeles                |
| 235           | South Bay Medical Center                          | Vermont Ave.              | Harbor City       | Los Angeles                |
| 236           | South Bay Medical Center                          | W. Pacific Coast Hwy      | Harbor City       | Los Angeles                |
| 237           | Parkview Medical Offices                          | W. Pacific Coast Hwy.     | Harbor City       | Los Angeles                |
| 238           | Inglewood Medical Offices                         | N. La Brea Ave.           | Inglewood         | Los Angeles                |
| -             | Inglewood Vision Services                         | W. Century Blvd, Ste. B-3 | Inglewood         | Los Angeles                |
| -             | Irwindale Medical Offices                         | Schabarum Ave             | Irwindale         | Los Angeles                |
| -             | Irwindale Medical Offices                         | Schabarum Ave.            | Irwin <u>dale</u> | Los Angeles                |
| _             | La Puente Hacienda Medical Offices                | N. Hacienda Blvd.         | La Puente         | Los Angeles                |
| _             | Antelope Valley OB/Gyn                            | 15th St.                  | Lancaster         | Los Angeles                |
| -             | Lancaster Medical Offices                         | 15th St., W.              | Lancaster         | Los Angeles                |
| _             | Lancaster Medical Offices                         | 15th St., W.              | Lancaster         | Los Angeles                |
| <del></del>   | Lancaster Medical Offices                         | 20th St. W.               | Lancaster         | Los Angeles                |
| -             | Commerce Center Admin                             | Commerce Center Dr.       | Lancaster         | Los Angeles                |
| 248           | Antelope Valley Medical Offices                   | West Ave. L               | Lancaster         | Los Angeles                |

|               | Location Name   | Building Address                | City                        | County                     |
|---------------|---|---------------------------------|-----------------------------|----------------------------|
| 249           | Lancaster Medical Center                                  | West Ave. L                     | Lancaster                   | Los Angeles                |
| 250           | Lancaster Medical Center                                  | West Ave. L                     | Lancaster                   | Los Angeles                |
| 251           | Lomita Behavioral Health                                  | Palos Verdes Dr. N.             | Lomita                      | Los Angeles                |
|               | Long Beach Plaza Medical Offices                          | E. Pac.Coast Hwy.               | Long Beach                  | Los Angeles                |
|               | West Los Angeles Medical Center                           | Cadillac Ave.                   | Los Angeles                 | Los Angeles                |
| -             | West Los Angeles Medical Center                           | Cadillac Ave.                   | Los Angeles                 | Los Angeles                |
| _             | West Los Angeles Medical Center                           | Crescent Hts.                   | Los Angeles                 | Los Angeles                |
| _             | West Los Angeles Medical Center                           | Crescent Hts.                   | Los Angeles                 | Los Angeles                |
| _             | West Los Angeles Medical Center                           | Crescent Hts.                   | Los Angeles                 | Los Angeles                |
| -             | Watts Learning Center                                     | E. 103rd St.                    | Los Angeles                 | Los Angeles                |
| _             | Regional Service Center                                   | Electronics Pl.                 | Los Angeles                 | Los Angeles                |
| $\overline{}$ | West Los Angeles Medical Center                           | Goldleaf Cir.                   | Los Angeles                 | Los Angeles                |
|               | Los Angeles Medical Center Los Angeles Medical Center     | Hollywood Bivd. Hollywood Bivd. | Los Angeles                 | Los Angeles                |
| -             | Los Angeles Medical Center                                | N. Edgemont St.                 | Los Angeles<br>Los Angeles  | Los Angeles                |
|               | Los Angeles Medical Center                                | N. Edgemont St.                 | Los Angeles                 | Los Angeles<br>Los Angeles |
| -             | Los Angeles Medical Center                                | N. Edgemont St.                 | Los Angeles                 | Los Angeles                |
| -             | Los Angeles Medical Center                                | N. Kenmore Ave.                 | Los Angeles                 | Los Angeles                |
|               | Los Angeles Medical Center                                | N. Vermont Ave.                 | Los Angeles                 | Los Angeles                |
| $\overline{}$ | East Los Angeles Medical Offices                          | Pomona Blvd.                    | Los Angeles                 | Los Angeles                |
| $\overline{}$ | Downtown LA Hope St. Medical Offices                      | S. Hope St., Ste. C-130         | Los Angeles                 | Los Angeles                |
| _             | West Los Angeles Medical Center                           | S. La Cienega Blvd.             | Los Angeles                 | Los Angeles                |
| <b> </b>      | Robertson Administration                                  | S. Robertson Blvd               | Los Angeles                 | Los Angeles                |
| 272           | East Los Angeles Medical Offices                          | Telford St.                     | Los Angeles                 | Los Angeles                |
| 273           | West Los Angeles Medical Center                           | Venice Blvd.                    | Los Angeles                 | Los Angeles                |
| 274           | L.A. Mental Health Center                                 | W. College St.                  | Los Angeles                 | Los Angeles                |
| 275           | L.A. Mental Health Center                                 | W. College St.                  | Los Angeles                 | Los Angeles                |
| 276           | L.A. Mental Health Center                                 | W. College St.                  | Los Angeles                 | Los Angeles                |
| _             | Annandale - 1 & 2   | W. Colorado Blvd.               | Los Angeles                 | Los Angeles                |
|               | South Los Angeles Medical Offices                         | W. Manchester Ave.              | Los Angeles                 | Los Angeles                |
| -             | Baldwin Hills Crenshaw Medical Offices                    | W. Martin Luther King Jr. Blvd. | Los Angeles                 | Los Angeles                |
| _             | Los Angeles Medical Center                                | W. Sunset Blvd.                 | Los Angeles                 | Los Angeles                |
| _             | Los Angeles Medical Center                                | W. Sunset Blvd.                 | Los Angeles                 | Los Angeles                |
| -             | Los Angeles Medical Center                                | W. Sunset Blvd.                 | Los Angeles                 | Los Angeles                |
| _             | Los Angeles Medical Center Los Angeles Medical Center     | W. Sunset Blvd. W. Sunset Blvd. | Los Angeles<br>Los Angeles  | Los Angeles                |
| $\overline{}$ | Los Angeles Medical Center  Los Angeles Medical Center    | W. Sunset Blvd.                 | Los Angeles                 | Los Angeles<br>Los Angeles |
| $\overline{}$ | Culver Marina Medical Offices                             | W. Washington Blvd.             | Los Angeles                 | Los Angeles                |
| $\overline{}$ | Los Angeles Medical Center                                | Wilshire Blvd., 3rd Fl.         | Los Angeles                 | Los Angeles                |
|               | Lynwood   | Martin Luther King Jr Blvd.     | Lynwood                     | Los Angeles                |
|               | Manhattan Beach Medical Offices                           | S. Sepulveda Blvd., Ste. 100    | Manhattan Beach             | Los Angeles                |
| 290           | Mission Hills Medical Offices                             | 1                               | Mission Hills               | Los Angeles                |
| <del></del>   | Montebello Medical Offices                                | Town Center Dr.                 | Montebello                  | Los Angeles                |
| 292           | North Hollywood Medical Offices                           | Lankershim Blvd.                | North Hollywood             | Los Angeles                |
| 293           | Sherman Way Central Laboratory                            | Sherman Wy.                     | North Hollywood             | Los Angeles                |
| 294           | Sherman Way Central Laboratory                            | Sherman Wy.                     | North Hollywood             | Los Angeles                |
|               | Northridge Pharmacy                                       | Rinaldi St., Ste. 1             | Northridge                  | Los Angeles                |
| -             | Norwalk Behavioral Health                                 | Imperial Hwy., Ste 400          | Norwalk                     | Los Angeles                |
|               | Weidner Warehouse   | Weidner St.                     | Pacoima                     | Los Angeles                |
| _             | Walmart Palmdale - KP Care Corner                         | 47th St.                        | Palmdale                    | Los Angeles                |
|               | Palmdale Medical Offices                                  | East Ave S                      | Palmdale                    | Los Angeles                |
| _             | Panorama City Medical Center                              | Cantara St.                     | Panorama City               | Los Angeles                |
| -             | Panorama City Medical Center                              | Cantara St.                     | Panorama City               | Los Angeles                |
| -             | Panorama City Medical Center Panorama City Medical Center | Roscoe Blvd                     | Panorama City               | Los Angeles                |
| -             | Panorama City Medical Center Panorama City Medical Center | Roscoe Blvd.<br>Willard St.     | Panorama City Panorama City | Los Angeles<br>Los Angeles |
| -             | Panorama City Medical Center                              | Willard St.                     | Panorama City               | Los Angeles                |
|               | Panorama City Medical Center                              | Woodman Ave                     | Panorama City               | Los Angeles                |
|               | Panorama City Medical Center                              | Woodman Ave.                    | Panorama City               | Los Angeles                |
| $\overline{}$ | Panorama City Medical Center                              | Woodman Ave.                    | Panorama City               | Los Angeles                |
| $\overline{}$ | Panorama City Medical Center                              | Woodman Ave.                    | Panorama City               | Los Angeles                |
| -             | Vision Essentials - Pasadena                              | E. Colorado Blvd.               | Pasadena                    | Los Angeles                |
| _             | · · · · · · · · · · · · · · · · · · ·                     | ·                               |                             | <del></del>                |

| 1:   | Location Name  | Building Address               | City             | County      |
|------|--|--------------------------------|------------------|-------------|
| 311  | Foothill - Pasadena Medical Offices  | E. Foothill Blvd.              | Pasadena         | Los Angeles |
| 312  | Walnut Center - Regional Offices   | E. Walnut St.                  | Pasadena         | Los Angeles |
| 313  | Parsons  | N. Fair Oaks Ave.              | Pasadena         | Los Angeles |
| 314  | Pasadena Medical Offices (old)   | N. Lake Ave.                   | Pasadena         | Los Angeles |
|      | Pasadena Medical Offices (old)   | N. Lake Ave.                   | Pasadena         | Los Angeles |
| 316  | Pasadena Medical Offices (old)   | N. Lake Ave.                   | Pasadena         | Los Angeles |
| 317  | Parsons  | N. Pasadena Ave.               | Pasadena         | Los Angeles |
| 318  | S. Los Robles Administration   | S. Los Rables                  | Pasadena         | Los Angeles |
| 319  | S. Los Robles Administration   | S. Los Robies Ave.             | Pasadena         | Los Angeles |
| 320  | S. Oakland Administration Offices  | S. Oakland Ave.                | Pasadena         | Los Angeles |
| 321  | Porter Ranch Medical Offices   | Rorter Ranch Dr. @ Rinaldi St. | Porter Ranch     | Los Angeles |
| 322  | Reseda Mental Health/CDRP  | Sherman Way                    | Reseda           | Los Angeles |
| 323  | San Dimas Medical Offices  | W. Arrow Hwy.                  | San Dimas        | Los Angeles |
| 324  | San Dimas Medical Offices  | W. Arrow Hwy.                  | San Dimas        | Los Angeles |
| 325  | Canyon Country Medical Offices   | Carl Boyer Dr.                 | Santa Clarita    | Los Angeles |
| 326  | Santa Clarita Medical Offices  | Tourney Rd.                    | Santa Clarita    | Los Angeles |
| 327  | Santa Clarita Medical Offices  | Tourney Rd.                    | Santa Clarita    | Los Angeles |
| 328  | Santa Clarita Medical Offices 2  | Tourney Rd.                    | Santa Clarita    | Los Angeles |
| 329  | Tri-Central Administration   | Telegraph Rd, #200             | Santa Fe Springs | Los Angeles |
| 330  | Santa Monica Medical Offices   | 10th St.                       | Santa Monica     | Los Angeles |
| 331  | Santa Monica Behavioral Health   | Wilshire Blvd., Ste. 525       | Santa Monica     | Los Angeles |
|      | Signal Hill Medical Offices  | E. Willow St.                  | Signal Hill      | Los Angeles |
|      | Torrance Medical Offices   | Madrona Ave.                   | Torrance         | Los Angeles |
| 334  | Vernon Construction  | E. 26th St.                    | Vernon           | Los Angeles |
| 335  | West Covina Medical Offices  | Sunset Ave.                    | West Covina      | Los Angeles |
| 336  | West Covina Parkway Mental Health  | W. Covina Pkwy.                | West Covina      | Los Angeles |
| 337  | West Covina Medical Offices  | W. Garvey Ave.                 | West Covina      | Los Angeles |
| 338  | West Covina Mental Health  | W. Garvey Ave.                 | West Covina      | Los Angeles |
| 339  | Whittier-Putnam Medical Offices  | Whittier Blvd.                 | Whittier         | Los Angeles |
| 340  | Burbank Administation  | Burbank Blvd.                  | Woodland Hills   | Los Angeles |
| 341  | Woodland Hills   | Burbank Blvd.                  | Woodland Hills   | Los Angeles |
| 342  | Woodland Hills   | De Soto Ave.                   | Woodland Hills   | Los Angeles |
| 343  | Erwin St. Medical Offices  | Erwin St.                      | Woodland Hills   | Los Angeles |
| 344  | Woodland Hills Medical Center  | Ventura Blvd., Ste. 300        | Woodland Hills   | Los Angeles |
| 345  | Oakhurst Medical Offices   | Westlake Dr.                   | Oakhurst         | Madera      |
| 346  | San Rafael Medical Center  | Redwood Highway, Suite 1205    | Mill Valley      | Marin       |
| 347, | Novato Medical Offices   | Redwood Blvd.                  | Novato           | Marin       |
| 348  | Novato Medical Offices   | Rowland Wy., Ste. 125          | Novato           | Marin       |
| 349  | Novato Medical Offices   | San Marin Dr.                  | Novato           | Marin       |
| 350  | Novato Medical Offices   | San Marin Dr.                  | Novato           | Marin       |
| 351  | Novato Medical Offices   | San Marin Dr.                  | Novato           | Marin       |
| 352  | San Rafael Medical Center  | Los Gallinas                   | San Rafael       | Marin       |
|      | San Rafael Park MOB  | Los Gamos Dr                   | San Rafael       | Marin       |
| 354  | San Rafael Medical Center  | Los Gamos Dr.                  | San Rafael       | Marin       |
| 355  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 356  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 357, | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 358  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 359  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 360  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 361  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 362  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 363  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 364  | San Rafael Medical Center  | Montecillo Rd.                 | San Rafael       | Marin       |
| 365  | San Rafael Medical Center  | Paul Dr.                       | San Rafael       | Marin       |
| 366  | San Rafael Medical Center  | Smith Ranch Rd.                | San Rafael       | Marin       |
| 367  | San Rafael Medical Center  | Smith Ranch Rd.                | San Rafael       | Marin       |
| 368  | San Rafael Medical Center  | Smith Ranch Rd.                | San Rafael       | Marin       |
| 369  | San Rafael Medical Center  | Third St.                      | San Rafael       | Marin       |
| 370  | Napa Medical Offices   | Claremont Wy.                  | Napa             | Napa        |
| 274  | Napa Medical Offices   | Permanente Wy.                 | Napa             | Napa        |
| 3/1  | THE PERSON OF TH |                                | Aliso Viejo      |             |

| 1                 | Location Name  | Building Address  | City                   | County           |
|-------------------|--|---|------------------------|------------------|
| 373               | Anaheim Hills Medical Offices                        | E. La Palma   | Anaheim                | Orange           |
| _                 | Kraemer I Medical Offices                            | E. La Palma   | Anaheim                | Orange           |
| 375               | Kraemer II Medical Offices                           | E. La Palma   | Anaheim                | Orange           |
| 376               | Kraemer Radiation Oncology Center                    | E. La Palma   | Anaheim                | Orange           |
| 377               | Kraemer Radiation Oncology Center                    | E. La Palma   | Anaheim                | Orange           |
| 378               | Orange Co Anaheim Medical Center                     | E. La Palma   | Anaheim                | Orange           |
| 379               | Orange Co Anaheim Medical Center                     | E. La Palma   | Anaheim                | Orange           |
| 380               | Orange Co Anaheim Medical Center                     | E. La Palma   | Anaheim                | Orange           |
| 381               | Richfield Business Center                            | E. La Palma, Ste. 101, 120 & 240                          | Anaheim                | Orange           |
| 382               | Miraloma Call Center                                 | E. Miraloma Ave.  | Anaheim                | Orange           |
| 383               | Euclid Medical Offices                               | N. Euclid   | Anaheim                | Orange           |
| 384               | Lakeview Medical Center                              | N. Lakeview Ave.  | Anaheim                | Orange           |
| 385               | East Street Warehouse                                | S. East St.   | Anaheim                | Orange           |
| 386               | Brea Medical Office                                  | E. Lambert Rd.  | Вгеа                   | Orange           |
| _                 | Foothill Ranch                                       | Towne Centre Dr.  | Foothill Ranch         | Orange           |
| 388               | Target - West Fullerton                              | W. Malvern Ave.   | Fullerton              | Orange           |
| 389               | Garden Grove Medical Offices                         | Euclid St.  | Garden Grove           | Orange           |
|                   | Huntington Beach Medical Offices                     | Beach Blvd.   | Huntington Beach       | Orange           |
| -                 | Alton/Sand Canyon Medical Offices                    | Alton Pkwy.   | Irvine                 | Orange           |
| -                 | Orange Co Irvine Medical Center                      | Alton Pkwy.   | Irvine                 | Orange           |
|                   | Sand Canyon Medical Offices                          | Alton Pkwy.   | Irvine                 | Orange           |
|                   | Barranca Medical Offices                             | Willard St.   | Irvine                 | Orange           |
| _                 | La Habra Medical Offices                             | E. Imperial Hwy.  | La Habra               | Orange           |
|                   | La Palma Medical Offices                             | Centrepoint Dr.   | La Palma               | Orange           |
| _                 | Laguna Hills   | Avenida De La Carlota, Ste. 400                           | Laguna Hills           | Orange           |
|                   | Mission Viejo Medical Offices                        | Maquina Ave.  | Mission Viejo          | Orange           |
| $\overline{}$     | Orange Health Pavilion                               | N. Lewis Ave.   | Orange                 | Orange           |
| -                 | Chapman Medical Offices                              | W. Chapman Ave.   | Orange                 | Orange           |
| -                 | Barcelona Warehouse                                  | Barcelona Circle  | Placentia              | Orange           |
| <del></del>       | San Juan Capistrano Medical Offices                  | Camino Capistrano   | San Juan Capistrano    |                  |
| -                 | Tustin Santa Ana Medical Offices                     | E. 4th St.  | Santa Ana              | Orange           |
| _                 | Xerox Building Administration                        | E. First St., 11th/12th Flr.                              | Santa Ana              | Orange           |
|                   | Harbor Corporate Park                                | S. Harbor Blvd, Ste. 100                                  | Santa Ana              | Orange           |
| -                 | Harbor/Macarthur Medical Offices                     | S. Harbor Blvd.   | Santa Ana              | Orange           |
| -                 | Tustin Home Health                                   | E. 17th St., Ste. 300, 310 & 320                          | Tustin                 | Orange           |
| -                 | Tustin Ranch Medical Offices                         | Michelle Dr.  | Tustin<br>Yorba Linda  | Orange           |
|                   | Yorba Linda Medical Offices                          | Savi Ranch Pkwy.  |                        | Orange           |
| -                 | Lincoln Medical Offices                              | Dresden Dr.   | Lincoln<br>Roseville   | Placer           |
| -                 | Roseville Medical Center                             | E Roseville Pkwy., Bldg C                                 | Roseville              | Placer<br>Placer |
| _                 | Roseville Medical Center Roseville Medical Center    | E Roseville Pkwy., Bldg D, Unit 110, 120, 130  Eureka Rd. | Roseville              | Placer           |
|                   | ·  |   | Roseville              |                  |
| $\overline{}$     | Roseville Medical Center                             | Eureka Rd.  |                        | Placer           |
| $\overline{}$     | Roseville Medical Center Roseville Medical Center    | Eureka Rd.  | Roseville<br>Roseville | Placer<br>Placer |
|                   | Roseville Medical Center                             | Eureka Rd.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Eureka Rd.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Eureka Rd.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Eureka Rd.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Eureka Rd.  | Roseville              | Placer           |
| <del></del>       | Roseville Medical Center                             | Eureka Rd.  | Roseville              | Placer           |
|                   | Roseville Medical Center                             | Gibson Dr.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Professional Dr.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Riverside Ave   | Roseville              | Placer           |
|                   | Roseville Medical Center                             | Riverside Ave.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Riverside Ave.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Riverside Ave.  | Roseville              | Placer           |
| -                 | Roseville Medical Center                             | Riverside Ave.  | Roseville              | Placer           |
|                   | Roseville Medical Center                             | Riverside Ave.  | Roseville              | Placer           |
| -                 |  | <del>                                       </del>        | Roseville              | Placer           |
| 430               | Roseville Medical Center                             | Riverside Ave.  | Luozeville             |                  |
| 430<br>431        | Roseville Medical Center<br>Roseville Medical Center | Sierra Gardens  | Roseville              | Placer           |
| 430<br>431<br>432 |  |   |                        | t .              |

|               | Location Name                                 | Duilding Addrson                          | Cit.             | Countr                 |
|---------------|---|---|------------------|------------------------|
| 425           | Location Name                                 | Building Address                          | City             | County                 |
| _             | Granite Street Warehouse                      | Granite St.                               | Corona<br>Corona | Riverside              |
| _             | Corona Medical Offices Corona Medical Offices | Kellogg Ave.                              | Corona           | Riverside<br>Riverside |
| -             | Corona Chart Room                             | Kellogg Ave. S. Promenade Ave.            | Corona           | Riverside              |
| -             | Indio Medical Offices                         | Monroe St.                                | Indio            | Riverside              |
|               | Moreno Valley Heacock Medical Offices         | Heacock St.                               | Moreno Valley    | Riverside              |
|               | Iris Medical Offices                          | Iris Ave.                                 | Moreno Valley    | Riverside              |
| -             | Iris Medical Offices                          | Iris Ave.                                 | Moreno Valley    | Riverside              |
|               | Moreno Valley Medical Center                  | Iris Ave.                                 | Moreno Valley    | Riverside              |
|               | Moreno Valley Medical Center                  | Iris Ave.                                 | Moreno Valley    | Riverside              |
|               | Moreno Valley Medical Center                  | Iris Ave.                                 | Moreno Valley    | Riverside              |
| $\overline{}$ | Moreno Valley Medical Center                  | Iris Ave.                                 | Moreno Valley    | Riverside              |
|               | Murrieta Medical Offices                      | Keller Rd.                                | Murrieta         | Riverside              |
|               | Coachella Valley Administrative Offices       | Fred Waring Dr., Ste. 109-110             | Palm Desert      | Riverside              |
|               | Palm Desert Medical Office                    | Gerald Ford Dr.                           | Palm Desert      | Riverside              |
|               | Palm Springs Medical Office                   | N Palm Canyon Dr., Ste. 208 & 209         | Palm Springs     | Riverside              |
|               | Canyon Crest Mental Health Offices            | Canyon Crest Dr.                          | Riverside        | Riverside              |
|               | Canyon Crest Mental Health Offices            | Canyon Crest Dr.                          | Riverside        | Riverside              |
|               | Fresenius MC - Riverside                      | La Sierra Ave                             | Riverside        | Riverside              |
|               | Riverside Home Health                         | Magnolia Ave.                             | Riverside        | Riverside              |
|               | Riverside Home Health                         | Magnolia Ave.                             | Riverside        | Riverside              |
|               | Riverside Home Health                         | Magnolia Ave.                             | Riverside        | Riverside              |
|               | Riverside Magnolia Noth Administration        | Magnolia Ave.                             | Riverside        | Riverside              |
| -             | Riverside Medical Center                      | Magnolia Ave.                             | Riverside        | Riverside              |
|               | Riverside Medical Center                      | Magnolia Ave.                             | Riverside        | Riverside              |
| _             | Riverside Medical Center                      | Magnolia Ave.                             | Riverside        | Riverside              |
| -             | Riverside Medical Center                      | Magnolia Ave.                             | Riverside        | Riverside              |
|               | Riverside Medical Center                      | Magnolia Ave.                             | Riverside        | Riverside              |
|               | Riverside Administration                      | Magnolia Avenue                           | Riverside        | Riverside              |
|               | Meridian Medical Offices                      | Meridian Pkwy.                            | Riverside        | Riverside              |
| _             | Van Buren Medical Offices                     | Van Buren Blvd.                           | Riverside        | Riverside              |
| $\overline{}$ | Temecula Medical Offices                      | Madison Ave.                              | Temecula         | Riverside              |
|               | Temecula Medical Offices                      | Madison Ave.                              | Temecula         | Riverside              |
|               | Wildomar Medical Offices                      | Inland Valley Dr.                         | Wildomar         | Riverside              |
|               | Elk Grove Medical Offices                     | Big Horn Blvd.                            | Elk Grove        | Sacramento             |
|               | Promenade Medical Offices                     | Promenade Pkwy.                           | Elk Grove        | Sacramento             |
|               | Elk Grove Medical Offices                     | W. Stockton Blvd.                         | Elk Grove        | Sacramento             |
| 472           | Folsom Medical Offices                        | Iron Point Cir.                           | Folsom           | Sacramento             |
| 473           | Folsom Medical Offices                        | Iron Point Rd.                            | Folsom           | Sacramento             |
| -             | Folsom Medical Offices                        | Palladio Pkwy.                            | Folsom           | Sacramento             |
| 475           | Rancho Cordova Medical Offices                | International Dr.                         | Rancho Cordova   | Sacramento             |
| 476           | Rancho Cordova Medical Offices                | International Dr.                         | Rancho Cordova   | Sacramento             |
|               | South Sacramento Medical Center               | J St., Ste. 352                           | Sacramento       | Sacramento             |
| _             | Sacramento Medical Center                     | Alta Arden Expressway                     | Sacramento       | Sacramento             |
|               | Sacramento Medical Center                     | Alta Arden Expressway                     | Sacramento       | Sacramento             |
| 480           | Sacramento Medical Center                     | Alta Arden Expressway                     | Sacramento       | Sacramento             |
| _             | South Sacramento Medical Center               | Alta Valley Dr.Suite 100,105,180,200,212, | Sacramento       | Sacramento             |
|               | Sacramento Medical Center                     | Arden Wy.                                 | Sacramento       | Sacramento             |
|               | Sacramento Medical Center                     | Arden Wy.                                 | Sacramento       | Sacramento             |
|               | Sacramento Medical Center                     | Arden Wy.                                 | Sacramento       | Sacramento             |
| 485           | Sacramento Medical Center                     | Arden Wy., Ste. 202-16                    | Sacramento       | Sacramento             |
| 486           | Sacramento Medical Center                     | Arden Wy., Ste. 202-18                    | Sacramento       | Sacramento             |
| 487           | Sacramento Medical Center                     | Auburn Blvd., #205                        | Sacramento       | Sacramento             |
| 488           | Sacramento Medical Center                     | Bell St.                                  | Sacramento       | Sacramento             |
| 489           | South Sacramento Medical Center               | Bruceville Rd.                            | Sacramento       | Sacramento             |
| 490           | South Sacramento Medical Center               | Bruceville Rd.                            | Sacramento       | Sacramento             |
| 491           | South Sacramento Medical Center               | Bruceville Rd.                            | Sacramento       | Sacramento             |
| 492           | South Sacramento Medical Center               | Bruceville Rd.                            | Sacramento       | Sacramento             |
| 493           | South Sacramento Medical Center               | Bruceville Rd.                            | Sacramento       | Sacramento             |
| 494           | South Sacramento Medical Center               | Bruceville Rd.                            | Sacramento       | Sacramento             |
| 495           | South Sacramento Medical Center               | Bruceville Rd.                            | Sacramento       | Sacramento             |
| 496           | South Sacramento Medical Center               | Bruceville Rd.                            | Sacramento       | Sacramento             |
|               |   | •   | •                |                        |

|                | Location Name                          | Building Address                 | City        | County         |
|----------------|--|----------------------------------|-------------|----------------|
| 497            | South Sacramento Medical Center        | Bruceville Rd.                   | Sacramento  | Sacramento     |
| $\vdash$       | South Sacramento Medical Center        | Bruceville Rd.                   | Sacramento  | Sacramento     |
| -              | South Sacramento Medical Center        | Bruceville Rd.                   | Sacramento  | Sacramento     |
| -              | South Sacramento Medical Center        | Bruceville Rd.                   | Sacramento  | Sacramento     |
|                | Sacramento Medical Center              | Cottage Wy.                      | Sacramento  | Sacramento     |
| _              | Sacramento Medical Center              | Cottage Wy.                      | Sacramento  | Sacramento     |
| $\blacksquare$ | South Sacramento Medical Center        | E. Stockton Blvd.                | Sacramento  | Sacramento     |
| -              | South Sacramento Medical Center        | E. Stockton Blvd.                | Sacramento  | Sacramento     |
| -              | Sacramento Medical Center              | Fair Oaks Blvd                   | Sacramento  | Sacramento     |
| 506            | Sacramento Florin Towne Center         | Florin Rd., Ste. B1-B            | Sacramento  | Sacramento     |
| 507            | Sacramento Railroad Yard               | G St., Ste. 400 & 500            | Sacramento  | Sacramento     |
| -              | Sacramento Medical Center              | Howe Ave.                        | Sacramento  | Sacramento     |
| 509            | Sacramento Railroad Yard               | J St.                            | Sacramento  | Sacramento     |
| 510            | South Sacramento Medical Center        | J St. Ste. 109                   | Sacramento  | Sacramento     |
| 511            | Ordway                                 | K St., Ste. 2030                 | Sacramento  | Sacramento     |
| _              | Sacramento Railroad Yard               | L St.                            | Sacramento  | Sacramento     |
| 513            | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| 514            | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| -              | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| -              | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| 517            | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| -              | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| -              | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| 520            | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| 521            | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| 522            | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| 523            | Sacramento Medical Center              | Morse Ave.                       | Sacramento  | Sacramento     |
| 524            | North Sacramento Promenade             | N. Freeway Blvd., Ste. 100       | Sacramento  | Sacramento     |
| 525            | Sacramento Medical Center              | Response Rd.                     | Sacramento  | Sacramento     |
| 526            | Sacramento Medical Center              | River Park Drive, Ste. 202 & 411 | Sacramento  | Sacramento     |
| 527,           | Sacramento Medical Center              | Watt Ave.                        | Sacramento  | Sacramento     |
| 528            | South Sacramento Medical Center        | Wyndham Dr.                      | Sacramento  | Sacramento     |
| 529            | Chino Medical Offices                  | Central Ave.                     | Chino       | San Bernardino |
| 530            | Chino Hills Medical Offices            | Grand Ave.                       | Chino       | San Bernardino |
| 531            | Chino Hills Medical Offices            | Grand Ave.                       | Chino       | San Bernardino |
| 532            | Chino Hills Medical Offices            | Grand Ave.                       | Chino       | San Bernardino |
| 533            | Chino Hills Regional Laboratory        | Peyton Dr.                       | Chino Hills | San Bernardino |
| 534            | Colton Medical Offices                 | Cooley Dr.                       | Colton      | San Bernardino |
| 535            | Fontana Medical Center                 | Hawthorne Ave.                   | Fontana     | San Bernardino |
| 536            | Fontana Medical Center                 | Marygold Ave.                    | Fontana     | San Bernardino |
|                | Fontana Medical Center                 | Marygold Ave.                    | Fontana     | San Bernardino |
| 538            | Fontana Medical Center                 | Marygold Ave.                    | Fontana     | San Bernardino |
| 539            | Fontana Medical Offices 5 - Behavioral | Marygold Ave.                    | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Sierra Ave.                      | Fontana     | San Bernardino |
| 541            | Fontana Medical Center                 | Sierra Ave.                      | Fontana     | San Bernardino |
| 542            | Fontana Medical Center                 | Sierra Ave.                      | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Sierra Ave.                      | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Sierra Ave.                      | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Sierra Ave.                      | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Sierra Ave.                      | Fontana     | San Bernardino |
| $\overline{}$  | Fontana Medical Center                 | Sierra Ave.                      | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Sierra Ave., Ste. 111            | Fontana     | San Bernardino |
| -              | Corona Member Svcs Call Center         | Slover Ave.                      | Fontana     | San Bernardino |
| -              | Palm Court Center (Slover)             | Slover Ave.                      | Fontana     | San Bernardino |
| -              | Palm Court Center (Slover)             | Slover Ave.                      | Fontana     | San Bernardino |
| -              | Palm Court Center (Slover)             | Slover Ave.                      | Fontana     | San Bernardino |
| -              | Target - Fontana North                 | Summit Ave.                      | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Valley Blvd.                     | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Valley Blvd.                     | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Valley Blvd.                     | Fontana     | San Bernardino |
| -              | Fontana Medical Center                 | Valley Blvd.                     | Fontana     | San Bernardino |
| 558            | Hesperia Main Street Offices           | Main St., Ste. 301               | Hesperia    | San Bernardino |

| 1                 | Location Name                            | Building Address           | City             | County         |
|-------------------|--|----------------------------|------------------|----------------|
| 559               | Montclair Mental Health                  | San Bernardino St.         | Montclair        | San Bernardino |
| 560               | Ontario Mental Health                    | Centre Lake Dr.            | Ontario          | San Bernardino |
| -                 | Ontario Records Retention Center         | S. Turner Ave.             | Ontario          | San Bernardino |
| 562               | Ontario Medical Center                   | South Vineyard             | Ontario          | San Bernardino |
| 563               | Ontario Medical Center                   | South Vineyard             | Ontario          | San Bernardino |
| 564               | Ontario Medical Center                   | South Vineyard             | Ontario          | San Bernardino |
| 565               | Ontario Medical Center                   | South Vineyard             | Ontario          | San Bernardino |
| 566               | Ontario Medical Center                   | South Vineyard             | Ontario          | San Bernardino |
| 567               | Empire Corporate Plaza                   | 4th St.                    | Rancho Cucamonga | San Bernardino |
| 568               | Rancho Cucamonga Medical Offices         | Arrow Rte.                 | Rancho Cucamonga | San Bernardino |
| 569               | Redlands Medical Offices                 | California St.             | Redlands         | San Bernardino |
| 570               | San Bernadino Medical Offices            | E. Date Pl.                | San Bernardino   | San Bernardino |
| 571               | San Bernadino Mental Health              | W. Hospitality Ln.         | San Bernardino   | San Bernardino |
| 572               | Upland Medical Offices                   | E. Faothill Blvd           | Upland           | San Bernardino |
| 573               | Victorville Medical Offices              | Park Ave.                  | Victorville      | San Bernardino |
| 574               | Victorville Medical Offices              | Park Ave.                  | Victorville      | San Bernardino |
| 575               | Bonita Medical Offices                   | Bonita Rd.                 | Bonita           | San Diego      |
| 576               | Bonita Medical Offices                   | Bonita Rd.                 | Bonita           | San Diego      |
|                   | Bonita Medical Offices                   | Bonita Rd.                 | Bonita           | San Diego      |
|                   | Bonita Medical Offices                   | Bonita Rd.                 | Bonita           | San Diego      |
|                   | Bonita Medical Offices                   | Bonita Rd.                 | Bonita           | San Diego      |
|                   | Carlsbad Medical Offices                 | Avenida Encinas            | Carlsbad         | San Diego      |
| -                 | El Cajon - Bostonia Medical Offices      | E. Main St.                | El Cajon         | San Diego      |
|                   | El Cajon - Bostonia Medical Offices      | E. Main St.                | El Cajon         | San Diego      |
| -                 | El Cajon Medical Offices/OP Surgery Cntr | Travelodge Dr.             | El Cajon         | San Diego      |
| _                 | Escondido Medical Offices                | N. Broadway                | Escondido        | San Diego      |
| _                 | Rancho San Diego Medical Offices         | Avoçado Blvd.              | La Mesa          | San Diego      |
|                   | La Mesa Medical/Administrative Offices   | Parkway Dr.                | La Mesa          | San Diego      |
| -                 | La Mesa Medical/Administrative Offices   | Parkway Dr.                | La Mesa          | San Diego      |
| _                 | Oceanside Ranch Del Oro Medical Offices  | Rocky Point Dr.            | Oceanside        | San Diego      |
|                   | Rancho Bernardo Medical Offices          | Bernardo Center Dr.        | San Diego        | San Diego      |
|                   | Target - San Diego Mission Valley        | Camino Del Rio N.          | San Diego        | San Diego      |
| $\overline{}$     | Clairemont Mesa Medical Offices          | Clairemont Mesa Blvd.      | San Diego        | San Diego      |
| -                 | San Diego Medical Center                 | Clairemont Mesa Blvd.      | San Diego        | San Diego      |
|                   | San Diego Medical Center                 | Clairemont Mesa Blvd.      | San Diego        | San Diego      |
| $\overline{}$     | Positive Choice                          | Convoy Ct.                 | San Diego        | San Diego      |
| 595               | Positive Choice                          | Convoy Ct., Ste. 100       | San Diego        | San Diego      |
| 596               | Garfield Specialty Care                  | Copley Dr.                 | San Diego        | San Diego      |
|                   | Kaiser Permanente On-Call                | Copley Dr.                 | San Diego        | San Diego      |
| 598               | General Dynamics NASSCO Clinic           | E. Harbor Dr.              | San Diego        | San Diego      |
| 599               | El Camino Real Administration            | El Camino Real, Ste. 105   | San Diego        | San Diego      |
| _                 | Point Loma Medical Offices               | Fordham St.                | San Diego        | San Diego      |
| -                 | Scripps La Jolla                         | Genesee Ave., Ste. 114     | San Diego        | San Diego      |
| $\overline{}$     | Point Loma Medical Offices               | Kenyon St.                 | San Diego        | San Diego      |
| $\overline{}$     | Mission Trail Medical Records            | Mission Gorge Rd.          | San Diego        | San Diego      |
| 604               | Zion Medical Center                      | Mission Gorge Rd.          | San Diego        | San Diego      |
|                   | California Service Center                | Murphy Canyon Rd.          | San Diego        | San Diego      |
| _                 | Zion Medical Center                      | Orcutt Ave.                | San Diego        | San Diego      |
|                   | HealthSpot San Diego County              | Overland Ave.              | San Diego        | San Diego      |
| 608               | Otay Mesa Medical Offices                | Palm Ave.                  | San Diego        | San Diego      |
| 609               | Otay Mesa Medical Offices                | Palm Ave.                  | San Diego        | San Diego      |
| _                 | California Service Center - Rio S.D.     | Rio San Diego Dr.          | San Diego        | San Diego      |
| 611               | San Diego Sales & Marketing              | Rìo San Diego Dr., 2nd Fl. | San Diego        | San Diego      |
| 612               | Mission Road Administration Buildings    | S.D. Mission Rd.           | San Diego        | San Diego      |
|                   | Mission Road Administration Buildings    | S.D. Mission Rd.           | San Diego        | San Diego      |
| 614               | Carmel Valley Medical Offices            | Shaw Ridge Rd.             | San Diego        | San Diego      |
| 615               | Riverdale Support Services               | Vandever Ave.              | San Diego        | San Diego      |
|                   | San Diego Mobile Health Vehicle          | Vandever Ave.              | San Diego        | San Diego      |
|                   |  |                            |                  | San Diego      |
| 616               | Vandever Medical Offices                 | Vandever Ave.              | San Diego        | DOIL DICEO     |
| 616<br>617        |  | Viewridge Ave.             | San Diego        | San Diego      |
| 616<br>617<br>618 | Vandever Medical Offices                 |                            |                  |                |

|                | Location Name                            | Building Address                     | City          | County        |
|----------------|--|--------------------------------------|---------------|---------------|
| 621            | Mesa Vista Offsite                       | Vista Hill Ave., Ste 160             | San Diego     | San Diego     |
| _              | Zion Medical Center                      | Zion Ave.                            | San Diego     | San Diego     |
| $\overline{}$  | Zion Medical Center                      | Zion Ave.                            | San Diego     | San Diego     |
| -              | Zion Medical Center                      | Zion Ave.                            | San Diego     | San Diego     |
| 625            | Zion Medical Center                      | Zion Ave.                            | San Diego     | San Diego     |
| 626            | Zion Medical Center                      | Zion Ave.                            | San Diego     | San Diego     |
| 627            | Zion Medical Center                      | Zion Ave.                            | San Diego     | San Diego     |
| 628            | Zion Medical Center                      | Zion Ave.                            | San Diego     | San Diego     |
| 629            | San Marcos Medical Offices               | Craven Rd.                           | San Marcos    | San Diego     |
| 630            | San Marcos Medical Offices               | Craven Rd.                           | San Marcos    | San Diego     |
| 631            | Vista Home Health                        | Shadowridge Dr.                      | Vista         | San Diego     |
| 632            | Target - Vista                           | University Ave.                      | Vista         | San Diego     |
| -              | San Francisco - Geary Medical Center     | 6th Ave.                             | San Francisco | San Francisco |
| 634            | San Francisco - Geary Medical Center     | Divisadero St.                       | San Francisco | San Francisco |
| 635            | San Francisco - Geary Medical Center     | Divisadero St.                       | San Francisco | San Francisco |
| 636            | San Francisco - Geary Medical Center     | Fillmore St.                         | San Francisco | San Francisco |
| 637            | San Francisco - Geary Medical Center     | Geary Blvd.                          | San Francisco | San Francisco |
|                | San Francisco - Geary Medical Center     | Geary Blvd.                          | San Francisco | San Francisco |
|                | San Francisco - Geary Medical Center     | Geary Blvd.                          | San Francisco | San Francisco |
|                | San Francisco - Geary Medical Center     | Geary Blvd.                          | San Francisco | San Francisco |
| _              | San Francisco - Geary Medical Center     | Geary Blvd.                          | San Francisco | San Francisco |
| -              | San Francisco - Geary Medical Center     | Geary Blvd.                          | San Francisco | San Francisco |
|                | San Francisco - Geary Medical Center     | Geary Blvd.                          | San Francisco | San Francisco |
|                | San Francisco - Geary Medical Center     | Geary Blvd. (Church)                 | San Francisco | San Francisco |
|                | San Francisco - Geary Medical Center     | Geary Blvd. (Dental)                 | San Francisco | San Francisco |
|                | San Francisco - Geary Medical Center     | Market St, Ste. 925 & 1010           | San Francisco | San Francisco |
| -              | San Francisco - Geary Medical Center     | OFarrell St.                         | San Francisco | San Francisco |
| -              | San Francisco - Geary Medical Center     | OFarrell St.                         | San Francisco | San Francisco |
| -              | San Francisco - Geary Medical Center     | OFarrell St.                         | San Francisco | San Francisco |
| _              | San Francisco Mission Bay Medical Office | Owens St.                            | San Francisco | San Francisco |
| -              | San Francisco Mission Bay Medical Office | Owens St.                            | San Francisco | San Francisco |
| -              | San Francisco - Geary Medical Center     | Sixth Avenue                         | San Francisco | San Francisco |
| -              | San Francisco - Geary Medical Center     | St Josephs Ave.                      | San Francisco | San Francisco |
| -              | San Francisco - Geary Medical Center     | Van Ness Ave.                        | San Francisco | San Francisco |
| $\blacksquare$ | Manteca Medical Center                   | W. Yosemite Ave.                     | Manteca       | San Joaquin   |
| 656            | Manteca Medical Center                   | W. Yosemite Ave.                     | Manteca       | San Joaquin   |
| 657            | Manteca Medical Center                   | W. Yosemite Ave.                     | Manteca       | San Joaquin   |
| 658            | Manteca Medical Center                   | W. Yosemite Ave.                     | Manteca       | San Joaquin   |
| 659            | Manteca Medical Center                   | W. Yosemite Ave.                     | Manteca       | San Joaquin   |
| 660            | Manteca Medical Center                   | W. Yosemite Ave.                     | Manteca       | San Joaquin   |
| 661            | Stockton Medical Center                  | Tommydon St.                         | Stockton      | San Joaquin   |
| 662            | Stockton Medical Center                  | W. Acacia St., Ste. 10 & 12          | Stockton      | San Joaquin   |
|                | Stockton Medical Center                  | West Ln.                             | Stockton      | San Joaquin   |
| 664            | Stockton Medical Center                  | West Ln.                             | Stockton      | San Joaquin   |
| -              | Stockton Medical Center                  | West Ln.                             | Stockton      | San Joaquin   |
|                | Stockton Medical Center                  | West Ln.                             | Stockton      | San Joaquin   |
| _              | Stockton Medical Center                  | West Ln.                             | Stockton      | San Joaquin   |
|                | Tracy Medical Offices                    | Naglee Rd, Ste. 8A                   | Tracy         | San Joaquin   |
| 669            | Tracy Medical Offices                    | W. Grant Line Rd.                    | Tracy         | San Joaquin   |
| 670            | Daly City Medical Offices                | Hickey Blvd                          | Daly City     | San Mateo     |
| 671            | South San Francisco Medical Center       | Junipero Serra Blvd., Ste. 650       | Daly City     | San Mateo     |
| 672            | Daly City Medical Offices                | Southgate Ave., 2nd Floor, Suite 202 | Daly City     | San Mateo     |
| 673            | Redwood City Medical Center              | Bair Island Rd. Ste 109              | Redwood City  | San Mateo     |
| 674            | Redwood City Medical Center              | Broadway                             | Redwood City  | San Mateo     |
| 675            | Redwood City Medical Center              | Galveston Dr.                        | Redwood City  | San Mateo     |
| 676            | Redwood City Medical Center              | Main St.                             | Redwood City  | San Mateo     |
| 677            | Redwood City Medical Center              | Maple St                             | Redwood City  | San Mateo     |
| 678            | Redwood City Medical Center              | Maple St.                            | Redwood City  | San Mateo     |
| 679            | Redwood City Medical Center              | Maple St.                            | Redwood City  | San Mateo     |
| 500            | Redwood City Medical Center              | Maple St.                            | Redwood City  | San Mateo     |
| 680            |  |                                      |               |               |
| -              | Redwood City Medical Center              | Maple St.                            | Redwood City  | San Mateo     |

|               | Location Name   | Building Address              | City                             | Соипту                     |
|---------------|---|-------------------------------|----------------------------------|----------------------------|
| 683           |   |                               | Redwood City                     | San Mateo                  |
| <del></del>   |   | Marshall St.                  | Redwood City                     | San Mateo                  |
| -             | Redwood City Medical Center   | Marshall St.                  | Redwood City                     | San Mateo                  |
| 686           | Redwood City Medical Center   | Marshall St.                  | Redwood City                     | San Mateo                  |
| 687           | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| 688           | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| 689           | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| 690           | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| 691           | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| 692           | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| _             | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| 694           | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| _             | Redwood City Medical Center   | Veterans Blvd.                | Redwood City                     | San Mateo                  |
| _             | South San Francisco Medical Center                                    | El Camino Real                | San Bruno                        | San Mateo                  |
| _             | South San Francisco Medical Center                                    | Sneath Ln.                    | San Bruno                        | San Mateo                  |
|               | South San Francisco Medical Center                                    | Sneath Ln.                    | San Bruno                        | San Mateo                  |
| -             | South San Francisco Medical Center                                    | Traeger Ave.                  | San Bruno                        | San Mateo                  |
| _             | South San Francisco Medical Center                                    | Traeger Ave.                  | San Bruno                        | San Mateo                  |
| <u> </u>      | San Mateo Medical Offices   | Franklin Pkwy.                | San Mateo                        | San Mateo                  |
|               | Redwood City Medical Center South San Francisco Medical Center        | S. Norfolk St. El Camino Real | San Mateo<br>South San Francisco | San Mateo                  |
|               | South San Francisco Medical Center South San Francisco Medical Center | El Camino Real                | South San Francisco              |                            |
| _             | South San Francisco Medical Center                                    | El Camino Real                | South San Francisco              |                            |
| -             | South San Francisco Medical Center                                    | El Camino Real                | South San Francisco              |                            |
|               | South San Francisco Medical Center                                    | El Camino Real                | South San Francisco              |                            |
|               | South San Francisco Medical Center                                    | El Camino Real                | South San Francisco              |                            |
| _             |   | El Camino Real                | South San Francisco              |                            |
|               | South San Francisco Medical Center                                    | El Camino Real                | South San Francisco              |                            |
| $\overline{}$ | South San Francisco Medical Center                                    | El Camino Real                | South San Francisco              |                            |
| _             | South San Francisco Medical Center                                    | Oyster Point Blvd.            | South San Francisco              | San Mateo                  |
| 713           | Campbell Medical Offices  | E. Hacienda Ave.              | Campbell                         | Santa Clara                |
| 714           | Campbell Medical Offices  | E. Hacienda Ave., Bldg B      | Campbell                         | Santa Clara                |
| 715           | Campbell Medical Offices  | E. Hacienda Ave., Bldg D      | Campbell                         | Santa Clara                |
| 716           | Santa Clara Homestead Medical Center                                  | Homestead Rd.                 | Cupertino                        | Santa Clara                |
| 717           | Santa Clara Homestead Medical Center                                  | N. Wolfe Rd., Ste. SW1-190    | Cupertino                        | Santa Clara                |
|               | Gilroy Medical Offices  | Arroyo Cir.                   | Gilroy                           | Santa Clara                |
| -             | Gilroy Medical Offices  | Arroyo Circle & Camino Arroyo | Gilroy                           | Santa Clara                |
| _             | Milpitas Medical Offices  | E. Calaveras Blvd.            | Milpitas                         | Santa Clara                |
| _             | Milpitas Medical Offices  | E. Calveras Blvd.             | Milpitas                         | Santa Clara                |
|               | Milpitas Medical Offices  | Los Coches St.                | Milpitas                         | Santa Clara                |
|               | Milpitas Medical Offices  | S. Milpitas Blvd.             | Milpitas                         | Santa Clara                |
|               |   | Castro St.                    | Mountain View                    | Santa Clara                |
|               | Mt. View Medical Offices Mt. View Medical Offices                     | Castro St. Castro St.         | Mountain View Mountain View      | Santa Clara<br>Santa Clara |
| _             | NCAL Regional Genetics Laboratory                                     | Cottle Rd.                    | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Cottle Rd.                    | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Cottle Rd.                    | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Cottle Rd.                    | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Cottle Rd.                    | San Jose                         | Santa Clara                |
| _             | San Jose Medical Center   | Cottle Rd.                    | San Jose                         | Santa Clara                |
| _             | San Jose Medical Center   | Cattle Rd.                    | San Jose                         | Santa Clara                |
| $\overline{}$ | San Jose - The Plant  | Curtner Ave., #60             | San Jose                         | Santa Clara                |
| 735           | San Jose Medical Center   | Great Oaks Blvd.              | San Jose                         | Santa Clara                |
| 736           | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |
| _             | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |
| _             | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |
|               | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |
| /44           | San Jose Medical Center   | Hospital Pkwy.                | San Jose                         | Santa Clara                |

| : '}          | Location Name                                   | Building Address             | City                | County           |
|---------------|---|------------------------------|---------------------|------------------|
| 745           | San Jose Medical Center                         | Hospital Pkwy.               | San Jose            | Santa Clara      |
| $\vdash$      | San Jose Medical Center                         | Hospital Pkwy.               | San Jose            | Santa Clara      |
|               | San Jose Medical Center                         | Hospital Pkwy.               | San Jose            | Santa Clara      |
| _             | San Jose Medical Center                         | Hospital Pkwy.               | San Jose            | Santa Clara      |
| -             | San Jose Medical Center                         | Hospital Pkwy.               | San Jose            | Santa Clara      |
| -             | San Jose Medical Center                         | Hospital Pkwy.               | San Jose            | Santa Clara      |
| -             | San Jose Medical Center                         | International Circle         | San Jose            | Santa Clara      |
| -             | San Jose Medical Center                         | International Circle         | San Jose            | Santa Clara      |
| _             | San Jose Medical Center                         | International Circle         | San Jose            | Santa Clara      |
| -             | San Jose Medical Center                         | International Circle         | San Jose            | Santa Clara      |
| 755           | San Jose Medical Center                         | International Circle         | San Jose            | Santa Clara      |
| 756           | San Jose Medical Center                         | International Circle         | San Jose            | Santa Clara      |
| 757           | San Jose Medical Center                         | International Circle         | San Jose            | Santa Clara      |
| 758           | San Jose Medical Center                         | N. 1st St., Bldg. Q          | San Jose            | Santa Clara      |
| 759           | Campbell Medical Offices                        | Samaritan Dr. Ste. 2         | San Jose            | Santa Clara      |
| 760           | San Jose Skyport Medical Offices                | Technology Dr.               | San Jose            | Santa Clara      |
| 761           | San Jose Medical Center                         | Via del Oro                  | San Jose            | Santa Clara      |
| 762           | Santa Clara Homestead Medical Center            | Augustine Dr.                | Santa Clara         | Santa Clara      |
| 763           | Santa Clara Homestead Medical Center            | Freedom Cir., Ste. 201       | Santa Clara         | Santa Clara      |
| 764           | Santa Clara Behavioral Health Center            | Homestead Rd.                | Santa Clara         | Santa Clara      |
| 765           | Santa Clara Homestead Medical Center            | Homestead Rd.                | Santa Clara         | Santa Clara      |
| 766           | Santa Clara Homestead Medical Center            | Homestead Rd.                | Santa Clara         | Santa Clara      |
| 767           | Santa Clara Homestead Medical Center            | Lawrence Express Wy.         | Santa Clara         | Santa Clara      |
| 768           | Santa Clara Homestead Medical Center            | Lawrence Express Wy.         | Santa Clara         | Santa Clara      |
| 769           | Santa Clara Homestead Medical Center            | Lawrence Express Wy.         | Santa Clara         | Santa Clara      |
| 770           | Santa Clara Homestead Medical Center            | Lawrence Express Wy.         | Santa Clara         | Santa Clara      |
| 771           | Santa Clara Homestead Medical Center            | Arques Ave.                  | Sunnyvale           | Santa Clara      |
| 772           | Santa Cruz Medical Offices                      | Locust St.                   | Santa Cruz          | Santa Cruz       |
| 773           | Santa Cruz Marketing                            | Pacific Ave., Ste. 210       | Santa Cruz          | Santa Cruz       |
| 774           | Scotts Valley Medical Offices                   | Scotts Valley Dr.            | Scotts Valley       | Santa Cruz       |
| 775           | Scotts Valley Medical Offices                   | Scotts Valley Dr.            | Scotts Valley       | Santa Cruz       |
| 776           | Watsonville Marketing                           | Main St.                     | Watsonville         | Santa Cruz       |
| 777           | Watsonville Medical Offices                     | Main St.                     | Watsonville         | Santa Cruz       |
| $\rightarrow$ | Fairfield Medical Offices                       | Business Center Dr.          | Fairfield           | Solano           |
| -             | Fairfield Medical Offices                       | Gateway Blvd.                | Fairfield           | Solano           |
| $\vdash$      | Vacaville Medical Offices                       | Quality Dr.                  | Vacaville           | Solano           |
| -             | Vacaville Medical Offices                       | Quality Dr.                  | Vacaville           | Solano           |
| _             | Vacaville Medical Offices                       | Quality Dr.                  | Vacaville           | Solano           |
|               | Vacaville Medical Offices                       | Quality Dr.                  | Vacaville           | Solano           |
| -             | Vallejo Medical Center                          | Broadway                     | Vallejo             | Solano           |
| -             | Vallejo Medical Center                          | Broadway                     | Vallejo             | Solano           |
|               | Vallejo Call Center                             | Broadway St.                 |                     | Solano           |
|               | Vallejo Call Center                             | Broadway St.                 | Vallejo             | Solano           |
|               | Vallejo Medical Center                          | N. Camino Alto, Apt. 46      | Vallejo             | Solano           |
|               | Vallejo Medical Center                          | N. Camino Alto, Apt. 48      | Vallejo             | Solano           |
|               | Vallejo Medical Center                          | N. Camino Alto, Apt. 50      | Vallejo             | Solano           |
|               | Vallejo Medical Center                          | N. Camino Alto, Apt. 54      | Vallejo<br>Vallejo  | Solano           |
| -             | Vallejo Medical Center                          | N. Camino Alto, Apt. 56      | Vallejo             | Solano           |
| -             | Vallejo Medical Center                          | Sereno Dr.                   | Vallejo             | Solano           |
|               | Vallejo Medical Center                          | Sereno Dr.                   | Vallejo             | Solano           |
| -             | Vallejo Medical Center                          | Sereno Dr.                   | Vallejo             | Solano           |
| -             | Vallejo Medical Center                          | Sereno Dr.                   | Vallejo             | Solano           |
|               | Vallejo Medical Center Vallejo Medical Center   | Sereno Dr.<br>Sereno Dr.     | Vallejo<br>Vallejo  | Solano           |
| _             | Vallejo Medical Center                          |                              | Vallejo<br>Vallejo  | Solano<br>Solano |
| -             | Vallejo Medical Center                          | Sereno Dr.<br>Sereno Dr.     | Vallejo             | Solano           |
| -             | Vallejo Medical Center                          | Sereno Dr.                   | Vallejo             | Solano           |
| _             | Vallejo Medical Center                          | Sereno Dr.                   | Vallejo             | Solano           |
| -             | Vallejo Medical Center                          | Sereno Dr.                   | Vallejo             | Solano           |
| $\overline{}$ | Vallejo Medical Center                          | Sereno Dr.                   | Vallejo             | Solano           |
| -             |   |                              |                     | _                |
|               |   |                              |                     |                  |
| 805           | Vallejo Medical Center Petaluma Medical Offices | Sereno Dr.<br>Lakeville Hwy. | Vallejo<br>Petaluma | Solano<br>Sonoma |

| $\Box$ | Location Name                        | Building Address                         | City          | County     |
|--------|--------------------------------------|--|---------------|------------|
| 807    | Petaluma Medical Offices             | Lakeville Hwy.                           | Petaluma      | Sonoma     |
| 808    | Rohnert Park Medical Offices         | State Farm Dr.                           | Rohnert Park  | Sonoma     |
| 809    | Santa Rosa Medical Center            | Bicentennial Way                         | Santa Rosa    | Sonoma     |
| 810    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 811    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 812    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 813    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 814    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 815    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 816    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 817    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 818    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 819    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 820    | Santa Rosa Medical Center            | Bicentennial Wy.                         | Santa Rosa    | Sonoma     |
| 821    | Santa Rosa Medical Center            | Mendocino Ave., Ste. 120, 130, 230 & 240 | Santa Rosa    | Sonoma     |
| 822    | Santa Rosa Mercury Way               | Mercury Wy.                              | Santa Rosa    | Sonoma     |
|        | Santa Rosa Mercury Way               | Mercury Wy., Ste. 240                    | Santa Rosa    | Sonoma     |
|        | Santa Rosa Medical Center            | Old Redwood Hwy.                         | Santa Rosa    | Sonoma     |
| 825    | Santa Rosa Medical Center            | Old Redwood Hwy.                         | Santa Rosa    | Sonoma     |
| 826    | Santa Rosa Medical Center            | Round Barn Blvd.                         | Santa Rosa    | Sonoma     |
| 827    | Santa Rosa Medical Center            | Round Barn Blvd.                         | Santa Rosa    | Sonoma     |
| 828    | Santa Rosa Medical Center            | Round Barn Rd.                           | Santa Rosa    | Sonoma     |
| 829    | Santa Rosa Medical Center            | Roundbarn Rd.                            | Santa Rosa    | Sonoma     |
| 830    | Modesto Medical Center               | Bangs Ave.                               | Modesto       | Stanislaus |
| 831    | Modesto Medical Center               | Dale Rd                                  | Modesto       | Stanislaus |
| 832    | Modesto Medical Center               | Dale Rd.                                 | Modesto       | Stanislaus |
| 833    | Modesto Medical Center               | Dale Rd. /                               | Modesto       | Stanislaus |
| 834    | Modesto Medical Center               | Dale Rd.                                 | Modesto       | Stanislaus |
| 835    | Modesto Northpoint                   | McHenry Ave., Ste. 325                   | Modesto       | Stanislaus |
| 836    | Modesto Medical Center               | Standiford Ave., Ste. 5                  | Modesto       | Stanislaus |
| _      | Regus - Irving                       | E. Royal Ln., Ste. 290                   | Irving        | Tarrant    |
| 838    | Los Posas Medical Offices            | E. Los Posas Rd.                         | Camarillo     | Ventura    |
| 839    | Camarillo Pharmacy                   | W. Ventura Blvd., Ste. 8                 | Camarillo     | Ventura    |
| 840    | Oxnard E. Gonzales Rd. Medical Offi  | E. Gonzales Rd.                          | Oxnard        | Ventura    |
| 841    | Oxnard Medical Office                | E. Gonzales Rd.                          | Oxnard        | Ventura    |
| 842    | Almo Street Medical Offices          | Alamo St.                                | Simi Valley   | Ventura    |
| 843    | Thousand Oaks E. Hillcrest Dr.       | E. Hillcrest Dr.                         | Thousand Oaks | Ventura    |
| 844    | Thousand Oaks E. Thousand Oaks Blvd. | E. Thousand Oaks Blvd.                   | Thousand Oaks | Ventura    |
| 845    | Thousand Oaks Hodencamp Rd.          | Hodencamp Rd., Ste. 100                  | Thousand Oaks | Ventura    |
| 846    | Main Administration Offices          | E. Main St.                              | Ventura       | Ventura    |
| 847    | Ventura E. Main Medical Offices      | E. Main St.                              | Ventura       | Ventura    |
| 848    | Ventura Market St. Medical Offices   | Market St.                               | Ventura       | Ventura    |
| 849    | Ventura S. Hill Road Medical Offices | S. Hill Rd.                              | Ventura       | Ventura    |
| 850    | Ventura Medical Offices              | S. Hill Rd., Ste. 100                    | Ventura       | Ventura    |
| 851    | Davis Medical Offices                | Cowell Blvd.                             | Davis         | Yolo       |

Exhibit B

- I. Purpose: KAISER shall, pursuant to the Final Judgment, employ an AUDITOR to implement this TRASH Audit Protocol, which is designed to assess and reinforce KAISER'S compliance with the injunctive terms in paragraph 6.1 of the Final Judgment, regarding the MANAGEMENT of HAZARDOUS WASTE, MEDICAL WASTE, and PHI.
- II. Audit Selection Criteria: The COVERED FACILITIES to be audited shall be selected by the AUDITOR, with input, if any, from the People and KAISER, and shall vary by geographic location to allow for a sampling of both Northern and Southern California COVERED FACILITIES. The selection of COVERED FACILITIES to be audited shall include a variety of geographic locations, to the extent not inconsistent with other requirements in this Final Judgment.
  - a. COVERED FACILITIES shall be subject to repeated TRASH Audits if the AUDITOR or KAISER deem a repeat TRASH Audit to be necessary. In an effort to audit the majority of the COVERED FACILITIES within five (5) YEARS from the EFFECTIVE DATE, no more than twelve (12) repeated TRASH Audits of COVERED FACILITIES shall count towards the total number of audits required each year. A repeated TRASH Audit shall follow the conditions outlined below.

### III. Notifications:

a. Notification to KAISER: KAISER shall be given reasonable notice of any TRASH Audit. The COVERED FACILITY to be audited pursuant to this TRASH Audit Protocol shall not be given advance notice, except to the minimum extent deemed necessary by the AUDITOR, in consultation with KAISER, to ensure the presence of persons required for access, space and equipment necessary to conduct the TRASH Audit.

b. **Notification to People:** The PEOPLE shall be notified at least two business days in advance of any TRASH Audit. The PEOPLE, or their representative, shall be permitted to attend, observe, and photograph any findings by the AUDITOR.

## IV. Procedures and Methodology

- a. The AUDITOR, in consultation with KAISER, shall develop and implement safety protocols to be followed in executing the TRASH Audits.
- b. The AUDITOR may develop additional policies, procedures, and inspection criteria in the performance of its responsibilities related to this TRASH Audit Protocol. Any policy and procedure utilized in the performance of the TRASH Audit Protocol shall be available upon request by the Parties.
- c. The AUDITOR may hire additional outside contractors to work under the direction of the AUDITOR for the purposes of fulfilling the TRASH Audit Protocol.
- d. KAISER shall, for purposes of any audit under this TRASH Audit protocol, collect waste in the following amounts: for KAISER FACILITIES that generate more than twenty (20) cubic yards per day, three (3) cubic yards of TRASH; for KAISER FACILITIES that generate between ten (10) to twenty (20) cubic yards per day, two (2) cubic yards of TRASH; for KAISER FACILITIES that generate ten (10) cubic yards or less of TRASH per day, one (1) cubic yard of TRASH. The TRASH audited shall come from a varied selection of departments throughout each COVERED FACILITY with the goal of obtaining a representative sample of the waste streams being generated across a wide spectrum of the FACILITY'S departments.
- e. The AUDITOR shall evaluate the collected TRASH, looking for suspected items of HAZARDOUS WASTE, MEDICAL WASTE, or items containing PHI that are prohibited from disposal into the TRASH (1) under California law, (2) by

- KAISER policies and procedures related to HAZARDOUS WASTE, MEDICAL WASTE, and PHI, and (3) by this Final Judgment.
- f. The AUDITOR shall segregate any items of suspected HAZARDOUS WASTE, MEDICAL WASTE, or item containing PHI by the department from which the TRASH was collected.
- g. The AUDITOR shall identify the particular department from which the trash containing any items of suspected HAZARDOUS WASTE, MEDICAL WASTE, or item containing PHI originated.
  - i. The item shall be photographed in a manner to depict the entire item and any identifying information, including but not limited to the name, UPC, SKU, weight, volume, warning label, drug fact labels, and any other detail deemed necessary by the AUDITOR. Whenever possible, containers holding suspected HAZARDOUS WASTE or MEDICAL WASTE shall be photographed to show any remaining suspected HAZARDOUS WASTE or MEDICAL WASTE.
  - ii. Documentation shall be in the form of a TRASH Audit log, identifying the date, time and COVERED FACILITY location, the name(s) of the person(s) conducting the TRASH Audit, a description and estimated quantity (by weight, number, or volume) of the amount of TRASH collected and any notes of observation.
  - iii. For each suspected item of HAZARDOUS WASTE, MEDICAL WASTE, or item containing PHI, the documentation shall also include the item name, UPC, SKU, item description, listed and actual weight and listed and estimated volume or quantity at the time identified, the department where TRASH was collected, and any other observation or detail deemed

- necessary by the AUDITOR for any suspected item of HAZARDOUS WASTE, MEDICAL WASTE, or PHI.
- iv. Items shall be documented and photographed individually. In the instance that there are groups of items, i.e., container of sharps, the AUDITOR shall describe the items with as much specificity as is reasonable and safe, and provide approximate capacity or size of the container. In the instance that multiple items of PHI are discovered, each item shall be photographed and documented.
- v. Under no circumstances shall the mere act of photographing of any PHI as may be required pursuant to the provisions of this Final Judgment be the basis for any claim, investigation, enforcement action, injunction, or penalty by the People against KAISER or the AUDITOR.
- h. KAISER PERSONNEL shall be permitted to attend, observe, respond to any questions by the AUDITOR, provide logistical support, and photograph any findings by the AUDITOR. KAISER PERSONNEL shall not be permitted to participate in the TRASH Audit. Nothing in this TRASH Audit Protocol or Final Judgment shall be interpreted to prevent KAISER PERSONNEL from discussing any TRASH Audit findings with the AUDITOR following the completion of any TRASH Audit for purposes of improving KAISER'S compliance with this Final Judgment.
- i. Any item segregated by the AUDITOR, after photographing and documentation, shall be disposed by KAISER in accordance with applicable laws and regulations.

# V. TRASH Audit Reports from AUDITOR

- a. The AUDITOR shall be responsible for preparing a TRASH Audit report for each TRASH Audit of a COVERED FACILITY, summarizing the findings and providing a copy of all photographs, logs, and any documentation of the TRASH Audit.
- b. TRASH Audit reports shall be maintained by the AUDITOR and provided to the PARTIES in accordance with paragraph 6.2.d. of this Final Judgment.

## For THE PEOPLE:

| Attorney General of the State of California            |  |
|--|--|
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| Matthew.Beltramo@sfgov.org                             |  |
|  |  |

## For KAISER:

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- I. Purpose: KAISER shall employ the AUDITOR identified in Paragraph 6 of the Final Judgment for the purpose of implementing this Programmatic Field Audit Protocol, which is designed to evaluate the compliance by KAISER PERSONNEL with KAISER policies and procedures related to HAZARDOUS WASTE, MEDICAL WASTE, and PHI at any COVERED FACILITY.
- II. Scope: The AUDITOR shall conduct at least forty (40) Programmatic Field Audits each YEAR, for a period of five (5) YEARS after the EFFECTIVE DATE at COVERED FACILITIES, to total no less than two hundred (200) post-judgment Programmatic Field Audits. The COVERED FACILITIES selected for Programmatic Field Audit shall be COVERED FACILITIES that were subject to the TRASH Audit in the same year pursuant to the TRASH Audit Protocol. This selection shall consist of only Medical Office Buildings and/or Hospitals and shall vary by geographic location to allow for a sampling of both Northern and Southern California COVERED FACILITIES.
- III. Audit Selection Criteria: The COVERED FACILITIES to be Field audited shall be selected by the AUDITOR, with input, if any, by the People and KAISER, and shall be COVERED FACILITIES that were selected by the AUDITOR for TRASH Audit in the same YEAR.

# IV. PERSONNEL Responsibilities:

- a. Local Oversight Officer. The Local Oversight Officer, as identified in Paragraph 6.4 of the Final Judgment, shall be responsible for compliance with the terms of this Final Judgment at the COVERED FACILITY. The Local Oversight Officer shall work cooperatively with the AUDITOR.
- AUDITOR. The AUDITOR shall communicate with the Local Oversight Officer for each COVERED FACILITY to conduct the Programmatic Field Audit Protocols.

- The AUDITOR may hire additional outside contractors to work under the direction of the AUDITOR for the purposes of fulfilling the Programmatic Field Audit Protocol.
- V. Notifications to KAISER: The Local Oversight Officer shall be given reasonable notice of any Programmatic Field Audits. The Programmatic Field Audits shall be conducted without advance notice to the affected COVERED FACILITY, except to the minimum extent deemed necessary by the AUDITOR to (a) ensure the presence of persons required for interviews and access, (b) to address any patient care and privacy requirements; and (c) any related KAISER operational limitations.

## VI. Procedures and Methodology

- a. The AUDITOR, in consultation with KAISER, shall develop and implement safety protocols to be followed in executing the Programmatic Field Audits.
- b. The AUDITOR may develop additional policies, procedures, and inspection criteria in the performance of its responsibilities related to this Final Judgment. Any policy and procedure utilized in the performance of the Programmatic Field Audit Protocol shall be available upon request by the PARTIES.
- c. The AUDITOR shall evaluate each COVERED FACILITY subject to a Programmatic Field Audit so as to ensure that it meets the objectives of the Programmatic Field Audit Protocol and shall identify any site-specific compliance related issues.
- d. The Programmatic Field Audits objectives shall include (a) an evaluation of the COVERED FACILITY'S compliance with the requirements of this Final Judgment, (b) an evaluation of the implementation and effectiveness of KAISER'S policies and procedures applicable to the COVERED FACILITY and related to KAISER'S HAZARDOUS WASTE, MEDICAL WASTE, and PHI waste collection, segregation, and disposal processes, (c) an evaluation of the implementation and effectiveness of KAISER'S employee training program

applicable to the COVERED FACILITY with respect to HAZARDOUS WASTE, MEDICAL WASTE, and PHI; and (d) an analysis of any written advisements of violation, including formal notices of violation, summaries of violation, and inspection reports directed to the COVERED FACILITY by any local, state or federal agency that identifies any violation of law relating to HAZARDOUS WASTE, MEDICAL WASTE, or PHI.

- e. The AUDITOR shall review:
  - i. The COVERED FACILITY'S Policies and Procedures related to HAZARDOUS WASTE, MEDICAL WASTE, and PHI.
  - ii. All COVERED FACILITY methodology and procedures for preventing illegal disposal of HAZARDOUS WASTE, MEDICAL WASTE, and PHI.
  - iii. The COVERED FACILITY'S HAZARDOUS WASTE identification and MANAGEMENT practices.
  - iv. The COVERED FACILITY'S MEDICAL WASTE identification and MANAGEMENT practices.
  - v. The COVERED FACILITY'S PHI identification and MANAGEMENT practices.
  - vi. All training materials and logs applicable to the COVERED FACILITY to ensure that all KAISER PERSONNEL at the COVERED FACILITY have been trained in accordance with the requirements of this Final Judgment.
- f. The AUDITOR may conduct interviews with KAISER PERSONNEL at the COVERED FACILITY to evaluate the effectiveness of KAISER policies and procedures related to HAZARDOUS WASTE, MEDICAL WASTE, and PHI, and identify any site-specific compliance related issues.

# VII. Programmatic Field Audit Reports.

- a. The semi-annual Programmatic Field Audit Reports shall include, but not be limited to, a complete description and discussion of all Programmatic Field Audit objectives set forth above, as well as the findings, conclusions, and recommendations (if any) regarding those objectives.
- b. The Programmatic Field Audit Reports shall identify and discuss all evidence the AUDITOR considered material to or relied upon to support the AUDITOR'S conclusions and recommendations for corrective measures, if any, that should be taken by KAISER.
- c. The semi-annual Programmatic Field Audit Reports shall be submitted simultaneously to the Parties upon completion.

### For THE PEOPLE:

| ror the reorde:   |  |
|---|--|
| Attorney General of the State of California ED OCHOA, Senior Assistant Attorney General Environment Section 600 W. Broadway, 18th Floor San Diego, CA 92101 Ed.Ochoa@doj.ca.gov |  |
| Alameda County District Attorney  | San Joaquin County District              |
| SIMONA FARRISE BEST, Sr. Asst. Dist. Atty.  | Attorney                                 |
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| San Bernardino County District Attorney   | San Mateo County District Attorney       |
| STEPHANIE B. WEISSMAN, Deputy District  | KENNETH MIFSUD, Deputy                   |
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|   |  |

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### For KAISER:

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Exhibit D

### **EXHIBIT D -- CIVIL PENALTIES**

| Agency   | Health a | •        | Heal | vil Penalties<br>th and Safety<br>500 Penalties | Pe            | otal of Civil<br>enalties Paid<br>o Agencies |
|--|----------|----------|------|---|---------------|--|
| Alameda Co. District<br>A'ttorney's Office                             | \$ 7,50  | 4,000.00 | \$   |   | \$            | 7,504,000.00                                 |
| California Attorney General <sup>1</sup>                               | \$ 7,50  | 4,000.00 | \$   | _   | \$            | 7,504,000.00                                 |
| Riverside Co. District<br>Attorney's Office                            | \$ 10    | 0,000.00 | \$   | _   | \$            | 100,000.00                                   |
| San Bernardino Co. District<br>Attorney's Office                       | \$ 7,40  | 4,000.00 | \$   | <del>_</del>                                    | \$            | 7,404,000.00                                 |
| San Francisco Co. District<br>Attorney's Office                        | \$ 2,76  | 4,000.00 | \$   | _   | \$            | 2,764,000.00                                 |
| San Joaquin Co. District<br>Attorney's Office <sup>2</sup>             | \$ 7,22  | 4,000.00 | \$   | 1   | \$            | 7,224,000.00                                 |
| San Mateo Co. District<br>Attorney's Office                            | \$ 34    | 9,000.00 | \$   | _   | \$            | 349,000.00                                   |
| Santa Clara Co. Dept. of Environmental Health, Haz Mat Compliance Div. | \$       |          | \$   | 100,000.00                                      | <del>()</del> | 100,000.00                                   |
| Yolo Co. District Attorney's Office                                    | \$ 4,46  | 4,000.00 | \$   | 100,000.00                                      | \$            | 4,564,000.00                                 |
| Total Civil Penalties  | \$ 37,31 | 3,000.00 | \$   | 200,000.00                                      | \$            | 37,513,000.00                                |

Pursuant to Government Code section 26506, any civil penalties recovered in a civil action "brought jointly in the name of the People of the State of California by the Attorney General, one or more district attorneys, or by one or more city attorneys, or any combination thereof, shall be paid as approved by the court."

Pursuant to the terms of the Final Judgment, KAISER shall pay the Attorney General the total amount of \$7,504,000.00 for claims for civil penalties. The check for the payment to the Attorney General shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Kaiser Foundation Health Plan, Inc., et al.") and the internal docket number for this matter (OK2017304057). The sum of \$3,752,000.00, and any interest accrued thereon, paid to the Attorney General pursuant to this Final Judgment shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources

### EXHIBIT D -- CIVIL PENALTIES

of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The sum of \$3,752,000.00, and any interest accrued thereon, shall be for the exclusive use by the Attorney General for the enforcement of consumer protection laws, pursuant to section 17206, subdivision (c)(4), of the Business and Professions Code.

Business and Professions Code section 17200 Penalties shall be paid to the "Treasurer of San Joaquin County."

|   |                   | -            |
|---|-------------------|--------------|
|   |                   |              |
| Agency  |                   | Total Amount |
| Craig Thompson Environmental Protection Prosecution                             | \$                | 1,000,000.00 |
| Fund  |                   |              |
| California CUPA Forum (to fund scholarships for                                 | \$                | 1,850,000.00 |
| attendance and participation at the annual CUPA                                 |                   |              |
| Conference)   |                   |              |
| Western States Project (training for California                                 | \$                | 200,000.00   |
| Environmental Prosecutors)  |                   |              |
| Western States Project (training consistent with WSP                            | \$                | 125,000.00   |
| objectives)   |                   | 000 000 00   |
| California Hazardous Materials Investigators Association                        | \$                | 300,000.00   |
| (CHMIA)   | \$                | 300,000,00   |
| California Advanced Environmental Criminal Training Program (Cal-AECTP) w/CHMIA | <b>Ψ</b>          | 300,000.00   |
| California Specialized Training Institute (w/CHMIA)                             | \$                | 50,000.00    |
| Cal EPA - Environmental Enforcement and Training                                | - <del>- \$</del> |              |
| Account (PC§14300)  | <b> </b>          | 000,000.00   |
| California CUPA Target Training Funding - Los Angeles                           | \$                | 100,000.00   |
| City  |                   | ,00,000.00   |
| California CUPA Target Training Funding - San                                   |                   | 100,000.00   |
| Bernardino County   | ·                 | •            |
| California CUPA Target Training Funding - San Joaquin                           | \$                | 100,000.00   |
| County  |                   |              |
| California CUPA Target Training Funding - Yolo County                           | \$                | 100,000.00   |
| San Joaquin County Environmental Health Department -                            |                   | 280,000.00   |
| Environmental Health Division Trust   |                   |              |
| Yolo County Central Landfill - HW Load Check Program                            | \$                | 100,000.00   |

Total SEPs \$ 4,905,000.00

# 1. Craig Thompson Environmental Protection Prosecution Fund.

KAISER shall provide the amount of One Million Dollars (\$1,000,000.00) payable to the Craig Thompson Environmental Protection Prosecution Fund ("CTEPP Fund") to be used for purposes consistent with the mission of the CTEPP Fund.

### 2. California CUPA Forum. <sup>2</sup>

KAISER shall provide the amount of One Million Eight Hundred and Fifty
Thousand Dollars (\$1,850,000.00) payable to California CUPA Forum to fund
scholarships for attendance and participation at the annual California Unified Program
Annual Training Conference. Each of these scholarships shall cover conference
registration, transportation, meals, and hotel at the training conference rate. Travel and
per diem expenses will be reimbursed in accordance with the reimbursement policies of
the "California CUPA Forum Board Training Conference Expense Reimbursement
Policies", and any subsequent modifications thereto.

### 3. Western States Project. 2

KAISER shall provide the amount of Two Hundred Thousand Dollars (\$200,000.00) payable to the Western States Project to be used by the Western States Project for both remote and live trainings for current California Environmental Prosecutors and/or investigators/professional staff.

# 4. Western States Project. 2

KAISER shall provide the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) payable to the Western States Project to be used for the purposes of providing training consistent with the objectives of the Western States Project.

- 5. California Hazardous Material Investigators Association (CHMIA). <sup>2</sup>
- KAISER shall provide the amount of Three Hundred Thousand Dollars

  (\$300,000.00) to be used by the California Hazardous Materials Investigators Association

  (CHMIA) for purposes that serve and promote CHMIA's overall mission to encourage

  the cooperation, coordination, and education of environmental crimes investigations.

  KAISER's check shall be made payable to the "CALIFORNIA HAZARDOUS MATERIALS INVESTIGATORS ASSOCIATION."
- 6. California Advanced Environmental Criminal Training Program (Cal-AECTP) with CHMIA. <sup>2</sup>

KAISER shall provide the amount of Three Hundred Thousand Dollars (\$300,000.00) payable to the California Hazardous Materials Investigators Association ("CHMIA") to be used by CHMIA to fund full scholarships for attendance and participation in their Advanced Environmental Criminal Training Program. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals.

7. California Specialized Training Institute – Environmental Crimes Course in conjunction with the California Hazardous Material Investigators Association (CHMIA). <sup>2</sup>

KAISER shall provide the amount of Fifty Thousand Dollars (\$50,000.00) payable to the California Hazardous Materials Investigators Association to fund basic investigator courses scholarships. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals.

# Environmental Enforcement and Training Account. 2

(\$300,000.00) payable to the "Secretary for California Environmental Protection Agency" for deposit in the Environmental Enforcement and Training Account as set forth in Penal Code Section 14300 et seq., for the sole purpose of funding the existing Circuit Prosecutor Project and consistent with the mission of the Environmental Enforcement and Training Act of 2002, as amended in 2021.

# 9. California CUPA Target Training Funding.

8.

- a. KAISER shall provide the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the California CUPA Forum to be used by the Los Angeles City Attorney, the Los Angeles City Fire Department, and the Los Angeles County Fire Health HazMat to fund enforcement training programs for their local environmental enforcement personnel.
- b. KAISER shall provide the amount of One Hundred Thousand Dollars

  (\$100,000.00) payable to the California CUPA Forum to be used by the San Bernardino

  County Fire Protection District Hazardous Materials Section to fund enforcement training programs for their local environmental enforcement personnel.
- c. KAISER shall provide the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the California CUPA Forum to be used by the San Joaquin County District Attorney and the San Joaquin County Environmental Health Department to fund enforcement training programs for their local environmental enforcement personnel.

d. KAISER shall provide the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the California CUPA Forum to be used by the Yolo County District Attorney and the Yolo County Environmental Health Department to fund enforcement training programs for their local environmental enforcement personnel.

## 10. San Joaquin Environmental Health Division Trust Funding.

KAISER shall provide the amount of Two Hundred Eighty Thousand Dollars (\$280,000.00) payable to the San Joaquin County Environmental Health Department - Environmental Health Division Trust for the purposes to which the Trust was established.

11. Yolo County Central Landfill Load Check Program Funding.

(\$100,000.00) payable to the Yolo County Central Landfill to enhance the existing load check program at the Yolo County Central Landfill.

Any public statement, oral or written, in print, film, or other media, made by Defendant making reference to the Supplemental Environmental Project(s) under this Final Judgment from the date of its execution shall include the following language: "This project was undertaken in connection with the People of the State of California's settlement of an environmental enforcement action, People v. Kaiser Foundation Health Plan, Inc., et al."

<sup>&</sup>lt;sup>2</sup> If the payment provided by KAISER is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in this Final Judgment.

| Agency  | Tota | l Costs to Agency |
|---|------|-------------------|
| Alameda Co. District Attorney's Office                  | \$   | 705,000.00        |
| California Attorney General <sup>1</sup>                | \$   | 1,232,000.00      |
| Contra Costa Co Health Services Dept., Hazardous        | \$   | 1,000.00          |
| Materials Program                                       |      |                   |
| San Bernardino Co Fire Haz Mat                          | \$   | 5,000.00          |
| San Bernardino Co. District Attorney's Office           | \$   | 1,373,000.00      |
| San Diego Co Dept. of Environmental Health              | \$   | 2,000.00          |
| San Francisco Co City & County Public Health Dept.      | \$   | 1,000.00          |
| San Francisco Co. District Attorney's Office            | \$   | 242,000.00        |
| San Joaquin Co Environmental Health Department          | \$   | 7,000.00          |
| San Joaquin Co. District Attorney's Office <sup>2</sup> | \$   | 577,000.00        |
| San Mateo Co. District Attorney's Office                | \$   | 22,000.00         |
| Yolo Co. District Attorney's Office <sup>3</sup>        | \$   | 665,000.00        |

Total Costs \$ 4,832,000.00

<sup>&</sup>lt;sup>1</sup> Pursuant to the terms of the Final Judgment, KAISER shall pay the Attorney General the total amount of \$1,232,000.00 for claims for attorneys' fees and costs. The check for the payment to the Attorney General shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Kaiser Foundation Health Plan, Inc., et al.") and the internal docket number for this matter (OK2017304057). The sum of \$455,840.00, and any interest accrued thereon, paid to the Attorney General pursuant to this Final Judgment shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The sum of \$776,160.00, and any interest accrued thereon, shall be for the exclusive use by the Attorney General for the enforcement of consumer protection laws, pursuant to section 17206, subdivision (c)(4), of the Business and Professions Code.

<sup>&</sup>lt;sup>2</sup> This money shall be paid in two separate checks: (1) one check addressed to the San Joaquin County District Attorney's Office in the amount of \$548,162.61, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$28,837.39.

<sup>&</sup>lt;sup>3</sup> This money shall be paid in two separate checks: (1) one check addressed to the Yolo County District Attorney's Office in the amount of \$565,000.00, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$100,000,00.

### Exhibit G - KAISER Supplemental Environmental Compliance Measures for California

Pursuant to Paragraphs 7.1.a and 7.1.d of the Final Judgment on Consent ("Final Judgment"), KAISER shall be entitled to a credit against civil penalties in the amount of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) for undertaking Supplemental Environmental Compliance Measures ("SECMs") beyond those required by HAZARDOUS WASTE and MEDICAL WASTE law, statute, regulation, or ordinance. To receive this credit, KAISER shall spend at least THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) for the SECMs specified below, during, at minimum, the five-year period following the EFFECTIVE DATE.

Each YEAR, KAISER shall provide a report to each of the People's representatives, identified in paragraph 9 of the Final Judgment, which identifies the SECMs which qualify for credit against civil penalties and the dollar amount of credit sought. Such report shall be accompanied by a signed statement under penalty of perjury by a KAISER EXECUTIVE that the information provided is complete and accurate. Once KAISER has demonstrated the expenditure of at least THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000), the reporting obligation required by this paragraph shall cease.

If KAISER has not expended at least THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) for these SECMs during the five (5) YEAR period following the EFFECTIVE DATE, then Kaiser shall pay the difference of its actual expenditures and THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000), but not to exceed ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000), as an additional civil penalty payment to the People within forty-five (45) days of the end of the five (5) YEAR period.

The following items may be utilized in the calculation of credit against civil penalties.

### Retention of AUDITOR for TRASH and Programmatic Field Audits:

The cost to KAISER for the AUDITOR to conduct TRASH Audits and Programmatic Field Audits to evaluate the compliance by KAISER PERSONNEL with KAISER policies and procedures related to HAZARDOUS WASTE, MEDICAL WASTE, and PHI, as specified in Paragraph 6.1, shall be allowable as credit against civil penalties with the exception of costs attributable to PHI. Nothing in this Exhibit shall affect the obligation of KAISER to comply with Paragraphs 6.1, 6.2 and 6.3, and the requirements of the TRASH Audit and Programmatic Field Audit Protocols identified in Exhibits B and C, respectively.

## II. Post-Judgment TRASH Audits:

The cost to KAISER to conduct TRASH audits, as specified in Paragraph 6.2 of the Final Judgment and the TRASH Audit Protocol identified in Exhibit B, shall be allowable as a credit against civil penalties with the exception of costs attributable to PHI. Nothing in this Exhibit shall affect the obligation of KAISER to comply with Paragraph 6.2 and the requirements of the TRASH Audit Protocol detailed in Exhibit B.

# Exhibit G - KAISER Supplemental Environmental Compliance Measures for California

# **III. Post-Judgment Programmatic Field Audits:**

The cost to KAISER to conduct Programmatic Field Audits, as specified in Paragraph 6.3 of the Final Judgment and the Programmatic Field Audit Protocol identified in Exhibit C, shall be allowable as credit against civil penalties with the exception of costs attributable to PHI. Nothing in this Exhibit shall affect the obligation of KAISER to comply with Paragraph 6.3 and the requirements of the Programmatic Field Audit Protocol detailed in Exhibit C.

### For THE PEOPLE:

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|----|--|--|
|    | Attorney General of the State of California ED OCHOA, Senior Assistant Attorney General Environment Section 600 W. Broadway, 18 <sup>th</sup> Floor San Diego, CA 92101 Ed.Ochoa@doj.ca.gov  | San Joaquin County District Attorney CELESTE KAISCH, Deputy District Attorney Consumer and Environmental Crimes Unit 222 E. Weber Ave., Room 202 Stockton, CA 95202 Celeste.Kaisch@sjcda.org |
|    | Alameda County District Attorney SIMONA FARRISE BEST, Sr. Asst. District Attorney CARLOS J. GUZMAN, Deputy District Attorney Consumer Justice Bureau (formerly CEWPD) 7677 Oakport Street, Suite 650 Oakland, CA 94621 Carlos.Guzman@acgov.org | San Mateo County District Attorney KENNETH MIFSUD, Deputy District Attorney In-Charge 400 County Center, 3 <sup>rd</sup> Floor Redwood City, CA 94063 KMifsud@smcgov.org                     |
|    | San Bernardino County District Attorney STEPHANIE B. WEISSMAN, Deputy District Attorney 303 West 3 <sup>rd</sup> Street, 5 <sup>th</sup> Floor San Bernardino, CA 92415 SWeissman@sbcda.org  |  |
|    | San Francisco District Attorney MATTHEW BELTRAMO, Assistant District Attorney 350 Rhode Island Street North Building, Suite 400N San Francisco, CA 94103 Matthew.Beltramo@sfgov.org  | Yolo County District Attorney DAVID J. IREY, Assistant Chief Deputy District Attorney 301 Second Street Woodland, CA 95695 David.Irey@yolocounty.org   |

# Exhibit G - KAISER Supplemental Environmental Compliance Measures for California

# For KAISER:

Vice President & Assistant General Counsel, Litigation
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