

NO FEE PURSUANT
TO GOVERNMENT
CODE SECTION 6103

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

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.
STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION

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This Stipulation for Entry of Final Judgment (“Stipulation”) is entered into by Plaintiff the People of the State of California (the “People”), by and through Rob Bonta, Attorney General of the State of California; Ronald J. Freitas, District Attorney of San Joaquin County; Pamela Y. Price, District Attorney of Alameda County; Jason Anderson, District Attorney of San Bernardino County; Brooke Jenkins, District Attorney of San Francisco; Stephen M. Wagstaffe, District Attorney of San Mateo; and Jeff Reisig, District Attorney of Yolo County, and Defendants Kaiser Foundation Hospitals, a California public benefit corporation, and Kaiser Foundation Health Plan, Inc., a California public benefit corporation (collectively referred to herein as “Kaiser”). For purposes of this Stipulation, the People and Kaiser shall be referred to collectively as the “Parties.”

The Parties stipulate as follows:

1. The Court has jurisdiction of the subject matter hereof and the Parties to this Stipulation.
2. The [Proposed] Final Judgment and Permanent Injunction (“Final Judgment”), a true and correct copy of which is attached hereto as Exhibit 1, may be entered by any judge of the San Joaquin County Superior Court.
3. The Parties agree that this Court shall retain jurisdiction for purposes specified in the Final Judgment.
4. Concurrently with the filing of this Stipulation, the People have filed their Complaint for Injunctive Relief, Civil Penalties, and Other Relief (“Complaint”) in this matter alleging that Kaiser committed violations of chapter 6.5 of the Health and Safety Code and title 22 of the California Code of Regulations promulgated under that chapter, Health and Safety Code, division 104, part 14, chapter 10, starting at Health and Safety Code section 117600, the Confidentiality of Medical Information Act (codified at California 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.

1 1936), including the regulations promulgated under these chapters and sections, and Business and
2 Professions Code section 17200 et seq.

3 5. The People have also filed with the Court a motion, unopposed by Kaiser, for
4 approval of entry of the Final Judgment.

5 6. The Parties have agreed to resolve the allegations contained in the People's
6 Complaint upon entry of the Final Judgment.

7 7. Entry of the Final Judgment is neither an admission nor a denial by Kaiser
8 regarding any issue of law or fact in the above-captioned matter or any violation of the law.

9 8. Kaiser represents that Kaiser's representative(s) has the authority to bind Kaiser to
10 the terms of this Final Judgment, and that Kaiser officers and managers have the authority to
11 make any representations, submissions, or certifications required or permitted by the terms of the
12 Final Judgment.

13 9. The individuals signing below represent that they have been authorized by the
14 parties they represent to sign this Stipulation.

15 10. This Stipulation may be executed in counterparts, and the Parties agree that a
16 facsimile signature or electronic signature shall be deemed to be, and shall have the full force and
17 effect as, an original signature.

18 11. The People believe that the resolution embodied in the Final Judgment is fair and
19 reasonable and fulfills the People's enforcement objectives; that the terms of the Final Judgment
20 are appropriate; that no further action is warranted concerning the violations alleged in the
21 Complaint, except as provided in the Final Judgment; and that entry of the Final Judgment is in
22 the best interest of the public.

23 12. Kaiser agrees that the Final Judgment is a fair and reasonable resolution of the
24 matters alleged in the Complaint.

25 13. The Parties hereby waive their right to move for a new trial or otherwise seek to
26 set aside the Final Judgment through any collateral attack, and further waive their right to appeal
27 from the Final Judgment.
28

1 14. Kaiser will accept service of any Notice of Entry of Judgment and any other
2 documents or filings entered in this action by delivery of such notice to its counsel of record by
3 electronic service at gyst@omm.com. Kaiser agrees that electronic service of the Notice of
4 Entry of Judgment will be deemed personal service upon it for all purposes.

5 15. The Parties, after opportunity for review by counsel, hereby stipulate and consent
6 to the entry of the [Proposed] Final Judgment and Permanent Injunction attached hereto as
7 Exhibit A.

8 **IT IS SO STIPULATED**

9 **FOR PLAINTIFF, PEOPLE OF THE STATE OF CALIFORNIA**

10 Respectfully submitted,

11 Dated: September 6, 2023

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Attorney General of California

Edward H. Ochoa

EDWARD H. OCHOA
Senior Assistant Attorney General

12
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17 Dated: September 5 , 2023

ROB BONTA
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Jessica Wang

JESSICA WANG
Deputy Attorney General

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22 Dated: September 6 , 2023

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Carlos Guzman

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Dated: September 6, 2023

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STEPHANIE B. WEISSMAN
Deputy District Attorney


Dated: September 6, 2023

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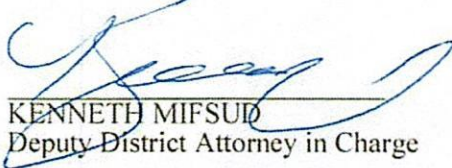
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Dated: September 5, 2023

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KENNETH MIFSUD
Deputy District Attorney in Charge

Dated: September 6, 2023

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District Attorney of Yolo County


DAVID J. FREY
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FOR KAISER

Dated: September ^{Sep 5, 2023}_____, 2023

Kathryn Lancaster
Kathryn Lancaster (Sep 5, 2023 13:27 PDT)
KATHRYN L. LANCASTER
Executive Vice President and Chief
Financial Officer

KAISER FOUNDATION HEALTH PLAN,
INC. AND KAISER FOUNDATION
HOSPITALS

APPROVED AS TO FORM:

Dated: September 7, 2023



GEOFF YOST, Esq.
O'MELVENY & MYERS, LLP
Attorneys for Kaiser Foundation Health Plan, Inc. and Kaiser Foundation Hospitals

OK2017304057

Exhibit 1

NO FEE PURSUANT
TO GOVERNMENT
CODE SECTION 6103

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

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.
[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION

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1 WHEREAS, THE PEOPLE OF THE STATE OF CALIFORNIA, by and through Rob
2 Bonta, Attorney General of the State of California; Pamela Y. Price, District Attorney of Alameda
3 County; Jason Anderson, District Attorney of San Bernardino County; Brooke Jenkins, District
4 Attorney of San Francisco; Ronald J. Freitas, District Attorney of San Joaquin County, Stephen
5 M. Wagstaffe, District Attorney of San Mateo; Jeff W. Reisig, District Attorney of Yolo County
6 (collectively referred to herein as “the People”) and Defendants Kaiser Foundation Health Plan,
7 Inc., a California public benefit corporation, and Kaiser Foundation Hospitals, a California public
8 benefit corporation, (collectively referred to herein as “KAISER”), by their respective attorneys,
9 entered into a Stipulation for Entry of Final Judgment and Permanent Injunction in this matter on
10 or about September 5, 2023 (“Stipulation”).

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

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

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

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

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

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

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

5 **1. JURISDICTION**

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

9 **2. SETTLEMENT OF DISPUTED CLAIMS**

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

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

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

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

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

23 **3. DEFINITIONS**

24 Except where otherwise expressly defined in this Final Judgment, all terms shall be
25 interpreted consistent with part 14 of division 104 of the Health and Safety Code, Civil Code
26 section 56 et seq., Civil Code section 1798.81, Health and Safety Code sections 1280.18 and
27 1280.15, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191 (Aug.
28 21, 1996) 110 Stat. 1936), and the regulations promulgated under these chapters and sections.

1 **3.1** “AEROSOL CAN” shall have the same definition set forth in Health and Safety
2 Code sections 25201.16, subdivisions (a)(1), (4) and (6).

3 **3.2** “AUDITOR” means the independent third-party auditor(s) referenced in paragraph
4 6.1, 6.2, and 6.3 of this Final Judgment.

5 **3.3** “BATTERY” or “BATTERIES” shall have the same definition set forth in California
6 Code of Regulations, title 22, section 66273.9, except those items listed in section 66273.2,
7 subdivision (b)(1)(A).

8 **3.4** “COVERED FACILITY” shall refer to: (1) any facility that is listed in **Exhibit A**;
9 and (2) any facility in the State of California that comes to be owned, operated, or leased by or on
10 behalf of KAISER after the EFFECTIVE DATE, where KAISER generates, handles, stores, or
11 manages HAZARDOUS WASTE, MEDICAL WASTE, or PHI.

12 **3.5** “DUMPSTERS AND COMPACTORS” means dumpsters, compactors, roll-off
13 containers, and other containers used to collect a COVERED FACILITY’S solid waste destined
14 for municipal solid waste (garbage) landfills or municipal recycling facilities and periodically
15 picked up by third party municipal waste haulers or third party municipal recycling haulers.

16 **3.6** “EFFECTIVE DATE” means the day that this Final Judgment is entered by the
17 Court.

18 **3.7** “HAZARDOUS” and “HAZARDOUS CHARACTERISTIC” shall have the same
19 meaning as set forth in California Code of Regulations, title 22, section 66261.3 and sections
20 66261.20 through 66261.24.

21 **3.8** “HAZARDOUS WASTE” shall have the same definition as set forth in Health and
22 Safety Code section 25117 and California Code of Regulations, title 22, sections 66260.10 and
23 66261.3, and includes “extremely HAZARDOUS WASTE” as defined in Health and Safety Code
24 section 25115. The term HAZARDOUS WASTE also includes UNIVERSAL WASTE, unless
25 otherwise stated.

26 **3.9** “HIPAA” means the Health Insurance Portability and Accountability Act of 1996
27 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936) and includes the implementing regulations (42
28 C.F.R. §§ 160, 162, and 164).

1 **3.10** “KAISER PERSONNEL” means any person within the State of California, including
2 but not limited to employees, contractors who supplement the KAISER workforce as staff
3 augmentation or who perform project work or seasonal work for a defined period of time,
4 volunteers who otherwise fill the role of a KAISER employee in giving patient care under the
5 supervision of KAISER, and trainees, at a COVERED FACILITY.

6 **3.11** “KAISER EXECUTIVE” means KAISER vice presidents, executive directors, or
7 similar or higher-level KAISER employees who are authorized to bind KAISER and responsible
8 for the compliance matter at issue.

9 **3.12** “MANAGEMENT” or “MANAGE” shall have the same definition as set forth in
10 Health and Safety Code section 25117.2 and California Code of Regulations, title 22, section
11 66260.10.

12 **3.13** “MEDICAL WASTE” shall have the same definition as set forth in Health and
13 Safety Code section 117690.

14 **3.14** “MIXED WASTE” shall have the same definition as set forth in Health and Safety
15 Code section 117730.

16 **3.15** “PATIENT” means any natural person, whether or not still living, who received
17 health care services from KAISER and to whom PHI pertains.

18 **3.16** “PROTECTED HEALTH INFORMATION” or “PHI” means a paper, printed,
19 handwritten, or electronic document that contains any individually identifiable information about
20 a PATIENT, in possession of or derived from KAISER regarding a PATIENT’S medical history,
21 mental or physical condition, treatment, billing, or insurance information. “Individually
22 identifiable” means that the medical information includes or contains any element of personal
23 identifying information sufficient to allow identification of the individual, such as the patient’s
24 name, address, electronic mail address, telephone number, or social security number, or other
25 information that, alone or in combination with other publicly available information, reveals the
26 individual’s identity. PHI may include objects that have printed individually identifiable
27 information about a PATIENT on them, including but not limited to labeled prescription bottles
28 or hospital identification bracelets.

1 **3.17** “TRASH RECEPTACLES” or “TRASH” means TRASH receptacles, TRASH cans,
2 and bins that are not DUMPSTERS AND COMPACTORS and are placed and used by KAISER
3 to collect refuse destined for municipal solid waste (garbage) landfills or destined for municipal
4 recycling facilities.

5 **3.18** “UNIVERSAL WASTE” shall have the same definition as set forth in California
6 Code of Regulations, title 22, sections 66261.9 and 66273.9.

7 **3.19** “UNIVERSAL WASTE HANDLER” shall have the same definition as set forth in
8 California Code of Regulations, title 22, section 66273.9.

9 **3.20** “WASTE” shall have the same definition set forth in Health and Safety Code section
10 25124 or California Code of Regulations, title 22, section 66261.2.

11 **3.21** “YEAR” or “YEARS” shall mean one or more of each 365-day period following the
12 EFFECTIVE DATE.

13 **4. GENERAL INJUNCTIVE PROVISIONS**

14 **4.1 HAZARDOUS WASTE:** Pursuant to Health and Safety Code sections 25181 and
15 25184, Business and Professions Code section 17203, and Government Code sections 12607 and
16 12610, KAISER is permanently enjoined and restrained from violating chapter 6.5 of division 20
17 of the Health and Safety Code, and title 22 of the California Code of Regulations promulgated
18 under that chapter. Notwithstanding any other provision in this Final Judgment, nothing in this
19 Final Judgment shall relieve KAISER from complying with all applicable minimum standards set
20 forth in chapter 6.5 of division 20 of the Health and Safety Code and the regulations in title 22 of
21 the California Code of Regulations promulgated under that chapter.

22 **4.2 MEDICAL WASTE:** Pursuant to Health and Safety Code sections 118325 and
23 Business and Professions Code section 17203, KAISER is permanently enjoined and restrained
24 from violating chapters 1 through 9, and 9.5 of division 104, part 14 of the Health and Safety
25 Code and the regulations promulgated under these chapters. Notwithstanding any other provision
26 in this Final Judgment, nothing in this Final Judgment shall relieve KAISER from complying
27 with any and all applicable laws and regulations, including but not limited to those set forth in the
28 California Code of Regulations, title 8, section 5193.

1 **4.3** PROTECTED HEALTH INFORMATION: Pursuant to Business and Professions
2 Code section 17203, KAISER is permanently enjoined and restrained from violating the
3 Confidentiality of Medical Information Act (codified at Civil Code section 56 et seq.), Civil Code
4 section 1798.81, Health and Safety Code section 1280.18 and 1280.15, and the Health Insurance
5 Portability and Accountability Act of 1996 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936),
6 including the regulations promulgated under these chapters and sections.

7 **5. SPECIFIC INJUNCTIVE PROVISIONS**

8 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8 and
9 118325, and Business and Professions Code section 17203, KAISER is enjoined, restrained and
10 prohibited from doing any of the following within the State of California:

11 **Hazardous Waste Disposal**

12 **5.1** Disposing, or causing the disposal, of HAZARDOUS WASTE at a point not
13 authorized or permitted by law, in violation of Health and Safety Code sections 25203, 25189 and
14 25189.2. This prohibition includes, without limitation, (i) placing HAZARDOUS WASTE into
15 DUMPSTERS AND COMPACTORS; (ii) disposing of HAZARDOUS WASTE onto the surface
16 or subsurface of the ground at any unauthorized location; (iii) sending or causing HAZARDOUS
17 WASTE or UNIVERSAL WASTE to be sent to a transfer station or landfill not authorized to
18 receive HAZARDOUS WASTE or UNIVERSAL WASTE; and (iv) sending or causing to be sent
19 pharmaceuticals not eligible for return under California regulations and that are regulated by the
20 Resource Conservation and Recovery Act (“RCRA”) through reverse distribution to an
21 unpermitted treatment, storage or disposal facility or other unauthorized location.

22 **Hazardous Waste Determination**

23 **5.2** Failing to determine if WASTE generated, accumulated, stored, transferred, treated,
24 received, and/or otherwise MANAGED at any COVERED FACILITIES is HAZARDOUS
25 pursuant to California Code of Regulations, title 22, section 66260.200.

26 **5.3** Failing to determine whether each item for disposal from a COVERED FACILITY is
27 a WASTE, and if so, whether it is a “HAZARDOUS WASTE,” as required by California Code of
28 Regulations, title 22, section 66262.11.

1 **Hazardous Waste Management - General**

2 5.4 Failing to MANAGE HAZARDOUS WASTE that is generated at any COVERED
3 Facility, as required by chapter 6.5 of Division 20 of the Health and Safety Code and its
4 implementing regulations in the California Code of Regulations, title 22.

5 5.5. Failing to MANAGE and dispose of UNIVERSAL WASTE at (or from) COVERED
6 FACILITIES in compliance with all applicable requirements contained in California Code of
7 Regulations, title 22, section 66273.1, et seq., and the requirements of this Final Judgment.

8 5.6. Failing to comply with the recordkeeping requirements of California Code of
9 Regulation, title 22, section 66262.40, subdivision (a), or, for items that may be lawfully
10 MANAGED as UNIVERSAL WASTE, failing to comply with California Code of Regulation,
11 title 22, section 66273.39.

12 5.7. Failing to properly empty a container, MANAGE a non-empty container, or an inner
13 liner removed from a container, which previously held a hazardous material, including
14 HAZARDOUS WASTE at COVERED FACILITIES, as required by California Code of
15 Regulations, title 22, section 66261.7.

16 **Hazardous Waste Management – Labeling and Storage**

17 5.8 Failing to properly mark, label, and store containers of HAZARDOUS WASTE at
18 COVERED FACILITIES and failing to maintain all written documents relating to HAZARDOUS
19 WASTE as required by California Code of Regulations, title 22, section 66262.34, including,
20 without limitation, failing to identify in writing, by composition, physical state, and approximate
21 weight, all HAZARDOUS WASTE generated, accumulated, stored, transferred, treated, and/or
22 otherwise MANAGED at each of the COVERED FACILITIES.

23 5.9 Failing to store and label UNIVERSAL WASTES, including WASTE items that are
24 accumulated or stored for RECYCLING, in accordance with California Code of Regulations, title
25 22, sections 66273.33-66273.35.

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1 **Hazardous Waste Management – Accumulation Time**

2 **5.10** Failing to lawfully and timely dispose of all accumulated HAZARDOUS WASTE at
3 each COVERED Facility, as required by California Code of Regulations, title 22, section
4 66262.34.

5 **5.11** KAISER shall properly categorize each COVERED FACILITY as a small or large
6 quantity generator pursuant California Code of Regulations, title 22, section 66262.34, and shall
7 not store HAZARDOUS WASTE longer than allowed by law; and shall arrange for proper
8 disposal every ninety (90) day period for large quantity generator COVERED FACILITIES and
9 every one hundred and eighty (180) day period for small quantity generator COVERED
10 FACILITIES.

11 **Hazardous and Universal Waste Management - Transportation**

12 **5.12** Transporting, transferring custody of, or causing to be transported in California, any
13 HAZARDOUS WASTE unless the transporter is properly licensed and registered to transport
14 HAZARDOUS WASTE, as required by Health and Safety Code section 25163.

15 **5.13** Transporting, or causing to be transported, any HAZARDOUS WASTE to an
16 unauthorized location in California, in violation of Health and Safety Code section 25189.5. This
17 prohibition includes without limitation, HAZARDOUS WASTE, UNIVERSAL WASTE, and
18 RCRA expired pharmaceuticals.

19 **5.14** Transporting, or causing to be transported, any UNIVERSAL WASTE to an
20 unauthorized location in California, in violation of California Code of Regulations, title 22,
21 sections 66273.50-66273.56.

22 **5.15** Failing to timely cause to be prepared and filed a HAZARDOUS WASTE manifest
23 with the California Department of Toxic Substances Control (DTSC) for HAZARDOUS WASTE
24 that is transported, or submitted for transportation, for offsite handling, treatment, storage,
25 disposal, or any combination thereof, as provided by Health and Safety Code section 25160,
26 subdivision (b)(1) through (b)(3), and California Code of Regulations, title 22, section 66262.23.
27 If a treatment, storage, or disposal facility fails to return an executed manifest, KAISER must
28 timely provide notice to DTSC of such failure.

1 **5.16** Failing to comply with the UNIVERSAL WASTE HANDLER requirements set forth
2 in California Code of Regulations, title 22, section 66273.1 et seq , at each COVERED
3 FACILITY at which KAISER generates UNIVERSAL WASTE or otherwise qualifies as a
4 UNIVERSAL WASTE HANDLER.

5 **5.17** Failing to MANAGE at the COVERED FACILITIES discarded or no longer usable
6 “non-empty” (California Code of Regulations, title 22, section 66261.7) AEROSOL CANS as
7 either: (i) UNIVERSAL WASTE AEROSOL CANS in accordance with all applicable
8 requirements contained in California Code of Regulations, title 22, section 66273.1, et seq.; or (ii)
9 as HAZARDOUS WASTE AEROSOL CANS, as required by Health and Safety Code section
10 25201.16.

11 **5.18** Failing to MANAGE at the COVERED FACILITIES discarded or no longer usable
12 BATTERIES as either: (i) HAZARDOUS WASTE and comply with Title 22, California Code of
13 Regulations for HAZARDOUS WASTE MANAGEMENT, or (ii) as UNIVERSAL WASTE in
14 accordance with all applicable requirements contained in California Code of Regulations, title 22,
15 section 66273.1, et seq.

16 **Hazardous Waste Training**

17 **5.19** Failing to comply with employee-training obligations, as set forth in California Code
18 of Regulations, title 22, sections 66265.16 and 66265.56, pertaining to the MANAGEMENT of
19 HAZARDOUS WASTE, as well as those employee-training obligations set forth in California
20 Code of Regulations, title 22, section 66273.36 (pertaining to the MANAGEMENT of
21 UNIVERSAL WASTE) for each COVERED FACILITY.

22 **Medical Waste Disposal**

23 **5.20** Causing the disposal of MEDICAL WASTE at a facility not permitted to receive such
24 WASTE in violation of Health and Safety Code section 118340, subdivision (b).

25 **Medical Waste Management**

26 **5.21** Failing to implement and maintain a MEDICAL WASTE MANAGEMENT plan
27 for each COVERED FACILITY that generates MEDICAL WASTE, pursuant to Health and
28 Safety Code sections 117710, 117935, 117943, 117960, and the related regulatory references.

1 **5.22** Failing to separate MEDICAL WASTE at the point of origin as required by Health
2 and Safety Code section 118275, subdivision (a).

3 **5.23** Failing to properly containerize and store MEDICAL WASTE as required by Health
4 and Safety Code sections 118280 and 118285.

5 **5.24** Failing to ensure that MEDICAL WASTE is treated prior to disposal as required by
6 Health and Safety Code section 118215, subdivision (a).

7 **5.25** Failing to MANAGE MIXED WASTE in accordance with Health and Safety Code
8 section 117730.

9 **Medical Waste Management – Transportation**

10 **5.26** Failing to transport MEDICAL WASTE using a registered HAZARDOUS WASTE
11 hauler as required by Health and Safety Code section 118025.

12 **5.27** Failing to transport MEDICAL WASTE to a permitted MEDICAL WASTE
13 treatment facility as required by Health and Safety Code section 118000, subdivision (a).

14 **5.28** Failing to maintain individual MEDICAL WASTE treatment operating records at
15 large quantity generator COVERED FACILITIES, and if applicable, the tracking documents for
16 all untreated MEDICAL WASTE shipped offsite for treatment as required by Health and Safety
17 Code section 117975.

18 **5.29** Failing to maintain individual MEDICAL WASTE treatment operating records for
19 small quantity generator COVERED FACILITIES, and if applicable, the tracking documents for
20 all untreated MEDICAL WASTE shipped offsite for treatment as required by Health and Safety
21 Code sections 117943 and 117945.

22 **Protected Health Information**

23 **5.30** Failing to take reasonable steps to dispose, or arrange for the disposal, of PHI by (i)
24 shredding, (ii) erasing, or (iii) otherwise modifying the individually identifiable medical
25 information in the PHI to make it unreadable or undecipherable through any means, pursuant to
26 Civil Code section 56.101.

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1 **6. ENHANCED COMPLIANCE PROGRAM**

2 **6.1 AUDITOR**

3 **6.1.a.** KAISER shall retain the services of an AUDITOR to conduct TRASH Audits
4 at the COVERED FACILITIES, as described in Paragraph 6.2, subject to approval by the People.

5 **6.1.b.** KAISER shall also retain the services of an AUDITOR to conduct
6 Programmatic Field Audits to evaluate the compliance by KAISER PERSONNEL at any
7 COVERED FACILITY with KAISER policies and procedures related to HAZARDOUS
8 WASTE, MEDICAL WASTE, and PHI, as described in Paragraph 6.3.

9 **6.1.c.** KAISER shall continuously maintain an AUDITOR for the duration of the
10 injunctive provisions of this Final Judgment.

11 **6.1.d.** The AUDITOR(s) shall be an independent third party and unrelated to
12 KAISER and shall not have any conflict of interest that would preclude the AUDITOR(s) from
13 complying with the TRASH Audit Protocol identified in **Exhibit B** due to any bias. KAISER
14 shall disclose any potential conflicts concurrently with providing the name and qualifications of
15 the proposed AUDITOR to the People, but KAISER may continue to contract with any
16 AUDITOR(s) for waste auditing services should KAISER believe that the AUDITOR's services
17 are valuable to its continuing compliance with laws related to HAZARDOUS WASTE,
18 MEDICAL WASTE, and PHI.

19 **6.1.e.** Should an AUDITOR no longer be able to provide services or KAISER
20 chooses to engage a new or different AUDITOR, KAISER shall select a new AUDITOR subject
21 to approval by the People.

22 **6.1.f.** Future Auditor Selection: KAISER shall select the proposed AUDITOR and
23 submit the name and qualifications of the proposed AUDITOR to the People, in writing and
24 electronically via e-mail to all individuals identified in paragraph 9. Prior to engagement, the
25 People shall have fifteen (15) calendar days from the date of notification to respond to KAISER
26 with any objections to the proposed AUDITOR. Any disputes about the selection of the
27 AUDITOR that the Parties are not able to resolve shall be resolved by the Court pursuant to
28 paragraph 15.

1 **6.2. TRASH AUDITS**

2 **6.2.a.** In evaluating KAISER’S compliance with the terms of this Final Judgment,
3 the AUDITOR shall follow the TRASH Audit Protocol identified in **Exhibit B** attached.
4 KAISER shall direct the AUDITOR to comply with the TRASH Audit Protocol and shall be
5 responsible for compliance with the terms of the TRASH Audit Protocol.

6 **6.2.b.** The AUDITOR shall conduct no less than five hundred and twenty (520)
7 post-judgment TRASH Audits at COVERED FACILITIES as detailed in **Exhibit B**. The
8 AUDITOR shall conduct no less than one hundred and twenty (120) TRASH Audits at
9 COVERED FACILITIES within the first YEAR following the EFFECTIVE DATE. Thereafter,
10 during each of the subsequent four (4) YEARS, the AUDITOR shall conduct no less than one
11 hundred (100) TRASH Audits at COVERED FACILITIES each YEAR. During each one YEAR
12 period, KAISER shall require the AUDITOR to audit no less than twenty (20) Hospitals and
13 seventy (70) Medical Office Buildings, of which twenty (20) will be the largest Medical Office
14 Buildings, with the remainder to be selected by the AUDITOR.

15 **6.2.c.** The AUDITOR shall make a Report of each TRASH audit as detailed in
16 **Exhibit B**, which shall include, but not be limited to, any notes of observations taken by the
17 AUDITOR, and all photographs and item descriptions of specific findings with respect to
18 HAZARDOUS WASTE, MEDICAL WASTE and PHI.

19 **6.2.d.** The TRASH Audit Reports shall be submitted no less often than for each
20 quarter in which TRASH Audits are performed. For quarters in which there are no TRASH
21 audits, the AUDITOR shall so report, in writing, to KAISER and the People.

22 **6.2.e. KAISER Response to TRASH Audit Reports:** KAISER shall provide every
23 six (6) months for a period of five (5) YEARS, beginning six (6) months after the EFFECTIVE
24 DATE, to the AUDITOR and People, a written response to any quarterly TRASH Audit Reports
25 received from the AUDITOR during the previous six (6) months.

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

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

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

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

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

14 **6.3. PROGRAMMATIC FIELD AUDIT**

15 **6.3.a.** In evaluating KAISER’S compliance with the terms of this Final Judgment,
16 the AUDITOR shall follow the Programmatic Field Audit Protocol identified in **Exhibit C**
17 attached, and as set forth in this paragraph 6.3. KAISER shall direct the AUDITOR to comply
18 with the Programmatic Field Audit Protocol and shall be responsible for compliance with the
19 terms of the Programmatic Field Audit Protocol.

20 **6.3.b.** The Programmatic Field Audits may be conducted by an AUDITOR and/or
21 by a separate outside contractor under the direction of the AUDITOR. The AUDITOR shall
22 conduct no less than forty (40) Programmatic Field Audits at COVERED FACILITIES each
23 YEAR, for a period of five (5) YEARS following the EFFECTIVE DATE.

24 **6.3.c.** Programmatic Field Audits of COVERED FACILITIES shall occur at only
25 Medical Office Buildings and/or Hospitals throughout California. The selection of COVERED
26 FACILITIES for Programmatic Field Audits will vary annually, accounting for a variety of
27 facility types and geographic locations, and shall have been subject to a TRASH Audit in the
28 same YEAR.

1 **6.3.d.** The Programmatic Field audit objectives shall include an evaluation of the
2 COVERED FACILITY’S compliance with the requirements of Paragraph 5 of this Final
3 Judgment, including: (a) through an evaluation of the implementation and effectiveness at the
4 COVERED FACILITY of KAISER’S HAZARDOUS WASTE, MEDICAL WASTE, and PHI
5 waste collection, segregation, and disposal processes, and KAISER’S employee training program
6 with respect to HAZARDOUS WASTE, MEDICAL WASTE, and PHI; and (b) an analysis of
7 any written advisements of violation, including formal notices of violation, summaries of
8 violation, and inspection reports directed to any audited facility by any local, state or federal
9 agency that identifies any violation of law relating to HAZARDOUS WASTE, MEDICAL
10 WASTE, or PHI.

11 **6.3.e.** The AUDITOR shall prepare semi-annual Programmatic Field Audit Reports
12 for the duration of the injunctive provisions of this Final Judgment. The semi-annual
13 Programmatic Field Audit Reports shall include, but not be limited to, a complete description and
14 discussion of all Programmatic Field Audit objectives set forth in paragraph 6.3.d and **Exhibit C**
15 as well as the findings, conclusions, and recommendations (if any) regarding those objectives
16 with respect to the COVERED FACILITIES subjected to a Programmatic Field Audit.

17 **6.3.f.** The Programmatic Field Audit Reports shall identify and discuss all materials
18 considered or relied upon to support the conclusions and recommendations for corrective
19 measures, if any, that the AUDITOR recommends should be taken by KAISER.

20 **6.3.g.** Upon completion, the semi-annual Programmatic Field Audit Reports shall be
21 sent to the People and KAISER, in writing and electronically via e-mail to all individuals
22 identified in paragraph 9.

23 **6.3.h. KAISER RESPONSE TO SEMI-ANNUAL FIELD AUDIT REPORTS**

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

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

4 **6.4 LOCAL OVERSIGHT OFFICER**

5 **6.4.a.** KAISER shall maintain for each COVERED FACILITY a designated Local
6 Oversight Officer. The duties of the Local Oversight Officer with respect to their COVERED
7 FACILITY(IES), carried out in coordination with local operational teams, shall include oversight
8 of the following:

9 **6.4.b.** Monitoring the completion of KAISER PERSONNEL training related to the
10 MANAGEMENT of HAZARDOUS WASTE, MEDICAL WASTE, or PHI for KAISER
11 PERSONNEL at the COVERED FACILITY(IES);

12 **6.4.c.** Review of and response to all advisements of violations, including formal
13 Notices of Violation and any associated inspection reports addressing issues identified in and
14 covered by this Final Judgment;

15 **6.4.d.** Compliance with this Final Judgment at the COVERED FACILITY;

16 **6.4.e.** Communication and coordination with the AUDITOR as needed, with the
17 support of the appropriate project managers as needed;

18 **6.4.f.** Review of and response to any reports made to the compliance hotline related
19 to actual or suspected failures to comply with PHI disposal procedures and other requirements of
20 this Final Judgment; and

21 **6.4.g.** Confirmation that KAISER provides timely notice of material revisions of
22 HAZARDOUS WASTE, MEDICAL WASTE, or PHI disposal procedures to affected KAISER
23 PERSONNEL.

24 **6.5 CALIFORNIA REGIONAL PRIVACY AND SECURITY OFFICERS**

25 **6.5.a.** KAISER shall designate an existing or new qualified KAISER PERSONNEL
26 to serve as KAISER'S California Regional Privacy and Security Officers with responsibilities for
27 all COVERED FACILITIES. Within thirty (30) calendar days after the EFFECTIVE DATE,
28 KAISER shall notify the People of the names and titles of the KAISER PERSONNEL who have

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

3 **6.5.b.** Knowledge of and familiarity with California and federal privacy laws related
4 to or applicable to the PHI disposal policies;

5 **6.5.c.** Overseeing the development and implementation of KAISER'S policies for
6 disposal and storage of PHI;

7 **6.5.d.** Ensuring that the PHI disposal policies are adequately enforced;

8 **6.5.e.** Reviewing PHI disposal policies each YEAR to confirm that they are
9 effective to appropriately address the disposal and protection of PATIENTS' PHI and, as needed,
10 adjusting KAISER'S policies in response to this review; and

11 **6.5.f.** Reporting any significant concerns relating to disposal of PHI to the
12 appropriate designated KAISER EXECUTIVE.

13 **6.6 ADDITIONAL INJUNCTIVE PROVISIONS**

14 As part of its obligation to comply with the requirements set forth in the Final Judgment
15 and pursuant to Health and Safety Code sections 25181 and 25184, Government Code sections
16 12607 and 12610, Health and Safety Code section 118325, Business and Professions Code
17 section 17203 and 17535, KAISER shall do the following:

18 **Hazardous Waste**

19 **6.6.a.** With respect to each category of HAZARDOUS WASTE generated at
20 COVERED FACILITIES, KAISER shall, in a manner commensurate with the responsibilities of
21 KAISER PERSONNEL, provide training on identification and MANAGEMENT of such
22 WASTE.

23 **6.6.b.** KAISER shall ensure that all KAISER PERSONNEL whose responsibilities
24 include HAZARDOUS WASTE MANAGEMENT successfully complete the Hazardous Waste
25 Management Plan training required by this injunction and as required by law.

26 **6.6.c.** KAISER shall ensure that all KAISER PERSONNEL whose job functions
27 include HAZARDOUS WASTE MANAGEMENT and who have not completed the Hazardous

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

3 **6.6.d.** KAISER shall ensure that each YEAR, all KAISER PERSONNEL whose job
4 responsibilities include HAZARDOUS WASTE MANAGEMENT, receive HAZARDOUS
5 WASTE MANAGEMENT training.

6 **6.6.e.** KAISER shall instruct KAISER PERSONNEL not to dispose of any
7 HAZARDOUS WASTE into TRASH RECEPTACLES or DUMPSTERS and COMPACTORS.

8 **6.6.f.** KAISER shall implement a written plan to ensure that any regulatory or
9 statutory changes in environmental compliance requirements, including, but not limited to
10 changes in chapter 6.5 of division 20 of the Health and Safety Code, or California Code of
11 Regulations, title 22, division 4.5, relevant to the responsibilities of KAISER PERSONNEL, are
12 communicated to such KAISER PERSONNEL, including in writing via electronic or paper media
13 or through any other means to ensure that KAISER PERSONNEL are adequately informed of
14 regulatory or statutory changes in environmental compliance requirements relevant to their
15 responsibilities.

16 **Medical Waste**

17 **6.6.g.** With respect to each category of MEDICAL WASTE generated at COVERED
18 FACILITIES, KAISER shall, in a manner commensurate with the responsibilities of KAISER
19 PERSONNEL, provide training on identification and MANAGEMENT of such items.

20 **6.6.h.** KAISER shall ensure that all KAISER PERSONNEL whose responsibilities
21 include MEDICAL WASTE MANAGEMENT successfully complete the MEDICAL WASTE
22 MANAGEMENT plan training required by this injunction and as required by law.

23 **6.6.i.** KAISER shall ensure that all KAISER PERSONNEL whose job functions
24 include MEDICAL WASTE MANAGEMENT and have not completed the Medical Waste
25 Management Plan training requirements of this injunction are supervised unless and until the
26 training has been completed.

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1 **6.6.j.** KAISER shall ensure that each YEAR, all KAISER PERSONNEL whose job
2 responsibilities include MEDICAL WASTE MANAGEMENT, receive MEDICAL WASTE
3 MANAGEMENT training.

4 **Protected Health Information**

5 **6.6.k.** KAISER shall maintain PHI disposal procedures that comply with the
6 requirements of this paragraph 6.6.k. At a minimum, the PHI disposal procedures shall require
7 KAISER PERSONNEL to:

8 **6.6.k.1** Recognize PHI and place that PHI in the designated destruction bin
9 or other location that complies with this Final Judgment;

10 **6.6.k.2** Check with a supervisor or manager if the KAISER PERSONNEL
11 is unsure of how to properly dispose of PHI in a designated destruction bin or other location that
12 complies with this Final Judgment; and

13 **6.6.k.3** Ensure that PHI found in a location contrary to KAISER's PHI
14 disposal procedures is placed in a designated destruction bin or other location that complies with
15 this Final Judgment.

16 **6.6.l.** KAISER shall maintain designated destruction bins for the lawful disposal of
17 PHI for use by KAISER PERSONNEL at COVERED FACILITIES.

18 **6.6.m.** KAISER shall post prominent signage in COVERED FACILITIES informing
19 KAISER PERSONNEL of where to dispose of PHI. The signage shall be designed and presented
20 in a way that is easy to read and understandable. The signage shall:

21 **6.6.m.1** Use plain, straightforward language and avoid technical or legal
22 jargon;

23 **6.6.m.2** Use a format that draws the KAISER PERSONNEL'S attention to
24 the sign and makes the signage readable; and

25 **6.6.m.3** Be posted on or within five (5) feet of PHI designated destruction
26 bins that are located in public areas of COVERED FACILITIES.

27 **6.6.n.** KAISER shall direct any third party it hires to dispose of PHI generated at
28 and collected from COVERED FACILITIES to comply, and KAISER is responsible for **the third**

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

4 **6.6.o.** KAISER shall require the third party to provide written certification to
5 KAISER that all PHI it disposes of from COVERED FACILITIES have been disposed of as
6 contractually required. Upon request, KAISER shall provide to the People documentation
7 sufficient to verify the third party provided the written certifications for the previous quarter.

8 **6.6.p.** KAISER shall ensure that each YEAR, all KAISER PERSONNEL who
9 handle PHI in the performance of their work receive training on PHI disposal procedures.
10 KAISER shall provide such training to new KAISER PERSONNEL that handle PHI within thirty
11 (30) calendar days of the new KAISER PERSONNEL'S first date of employment.

12 **6.6.q.** As part of the PHI training, KAISER shall include the following:

13 **6.6.q.1** A summary of the PHI disposal procedures;

14 **6.6.q.2** An explanation that compliance with the PHI disposal procedures is
15 mandatory and failure to follow them can result in disciplinary action, up to and including
16 termination; and

17 **6.6.q.3** Contact information for the third-party vendor referenced in
18 paragraph 6.6.t that KAISER PERSONNEL may anonymously notify of any actual or suspected
19 failures to comply with the PHI disposal procedures or this Final Judgment.

20 **6.6.r.** KAISER shall provide within thirty (30) calendar days after the EFFECTIVE
21 DATE, and each YEAR thereafter, a paper or electronic copy of KAISER'S PHI disposal
22 procedures to all KAISER PERSONNEL that handle PHI. In addition, KAISER'S PHI disposal
23 procedures must be readily accessible to all KAISER PERSONNEL in electronic format, with the
24 ability to print upon request at each COVERED FACILITY.

25 **6.6.s.** If KAISER makes a material revision to its HAZARDOUS WASTE,
26 MEDICAL WASTE or PHI training materials, KAISER shall send a copy of the revised training
27 materials to the Local Oversight Officer for every COVERED FACILITY, identifying the
28 changed portion.

1 **6.6.t.** KAISER shall maintain a compliance hotline, operated by a third-party vendor
2 to monitor KAISER PERSONNEL reports of actual or suspected failures to comply with PHI
3 disposal procedures or this Final Judgment. The compliance hotline shall be reachable through a
4 toll-free number and shall maintain the confidentiality of the callers (unless the caller wishes to be
5 identified).

6 **6.6.u.** KAISER shall continue to reduce printing individually identifiable medical
7 information PHI that is distributed directly to patients. In addition, KAISER will make continue
8 to include, where appropriate and feasible, written disclosures on paper or printed PHI that the
9 PATIENT should place the document in the designated destruction bins.

10 **6.7 KAISER RECORD RETENTION ENHANCEMENTS**

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

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

17 **6.7.a.** KAISER shall maintain individual MEDICAL WASTE treatment operating
18 records.

19 **6.7.b.** KAISER shall maintain an emergency action plan complying with regulations
20 adopted by the California Department of Public Health.

21 **6.7.c.** KAISER shall maintain tracking documents or electronically archived
22 tracking documents for all untreated MEDICAL WASTE shipped offsite for treatment.

23 **6.7.d.** KAISER shall maintain MEDICAL WASTE MANAGEMENT training
24 records for KAISER PERSONNEL for a minimum of five (5) YEARS from the date the KAISER
25 PERSONNEL last worked at ANY COVERED FACILITY.

26 **6.7.e.** KAISER shall maintain PHI training records for KAISER PERSONNEL for a
27 minimum of five (5) YEARS from the date the KAISER PERSONNEL last worked at ANY
28 COVERED FACILITY.

1 **6.7.f.** Within sixty (60) calendar days from the EFFECTIVE DATE, and each
2 YEAR thereafter, KAISER shall provide the People written documentation regarding KAISER’S
3 compliance with the requirements that it provide the training to KAISER PERSONNEL at the
4 COVERED FACILITIES as specified in this Final Judgment. Such written documentation may
5 consist of a summary digital record from a centrally managed electronic training program such as
6 KP Learn or any successor program, and shall be in the form of or attached as an exhibit to a
7 declaration signed under penalty of perjury by a KAISER EXECUTIVE that the information
8 provided is complete and accurate. In addition, the declaration shall include and incorporate by
9 reference an attachment consisting of representative excerpts of available training records,
10 KAISER may redact any KAISER PERSONNEL names in whole or in part. KAISER shall also
11 make additional training materials and records available upon request to the People in response to
12 any reasonable request.

13 **7. PAYMENTS FOR CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL**
14 **PROJECTS, AND COSTS**

15 **7.1 Total Payment Amount to, or at the Direction of, the People.**

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

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

27 **7.1.a. Civil Penalties:** KAISER shall be jointly and severally liable to pay
28 THIRTY-NINE MILLION, TWO HUNDRED AND SIXTY-THREE THOUSAND DOLLARS

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

7 **7.1.b. Supplemental Environmental Projects:** KAISER shall pay FOUR
8 MILLION, NINE HUNDRED AND FIVE THOUSAND DOLLARS (\$4,905,000) for
9 supplemental environmental projects identified in **Exhibit E**; payment shall be made within thirty
10 (30) calendar days from the EFFECTIVE DATE and in accordance with the terms in **Exhibit E**,
11 attached and made a part of this Final Judgment by this reference.

12 **7.1.c. Reimbursement of Costs of Investigation and Enforcement:** KAISER
13 shall pay FOUR MILLION EIGHT HUNDRED AND THIRTY-TWO THOUSAND DOLLARS
14 (\$4,832,000) for reimbursement of attorneys' fees, costs of investigation, and other costs of
15 enforcement to the entities identified in **Exhibit F**; payment shall be made within thirty (30)
16 calendar days from the EFFECTIVE DATE and in accordance with the terms in **Exhibit F**,
17 attached and made a part of this Final Judgment by this reference.

18 **7.1.d. Penalty Credit for Supplemental Environmental Compliance Measures:**
19 KAISER shall be entitled to a credit against civil penalties in the amount of ONE MILLION
20 SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) if, within five (5) YEARS of
21 the entry of the Final Judgment, KAISER demonstrates that they have spent at least THREE
22 MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) for the Supplemental
23 Environmental Compliance Measures for California, as identified in, and in accordance with the
24 terms of **Exhibit G**, attached. KAISER shall identify and certify to the People under penalty of
25 perjury in accordance with the terms of **Exhibit G** the amount of money spent, and the activities
26 performed pursuant to this Paragraph 7.1.d.

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1 **7.2 Late Payments.**

2 KAISER shall be liable for a civil penalty of TWENTY-FIVE THOUSAND DOLLARS
3 (\$25,000.00) for each calendar day that one or more payment(s) required pursuant to paragraphs
4 7.1 is delayed. Whether a single payment or multiple payments are late on a given day, the total
5 per day civil penalty KAISER shall be liable for is TWENTY-FIVE THOUSAND DOLLARS
6 (\$25,000.00).

7 **8. MATTERS COVERED BY THIS FINAL JUDGMENT**

8 **8.1.** In connection with COVERED FACILITIES of KAISER listed on **Exhibit A** to the
9 Final Judgment, this Final Judgment is a final and binding resolution and settlement of the claims,
10 violations or causes of action asserted and/or alleged against KAISER by the People in the
11 Complaint filed in this action.

12 **8.2.** The matters described in the previous subparagraph are “Covered Matters.” Any
13 claim, violation, or cause of action that is not a Covered Matter is a “Reserved Claim.” The
14 Parties each reserve the right to pursue any Reserved Claim and to defend against any Reserved
15 Claim. Reserved Claims include, but are not limited to, any claims or causes of action against
16 KAISER accruing after the date of the filing of the Complaint. Reserved Claims also include, but
17 are not limited to, any claims or causes of action against KAISER for performance of cleanup,
18 corrective action, or response action for any actual past or future releases, spills, or disposals of
19 HAZARDOUS WASTE or hazardous substances at or from COVERED FACILITIES.

20 **8.3.** In any subsequent action that may be brought by the People based on any Reserved
21 Claim, KAISER agrees that it will not assert that failing to pursue any Reserved Claim as part of
22 this action constitutes claim-splitting, laches, or any other lack of timeliness, except for the statute
23 of limitations.

24 **8.4.** KAISER covenants not to pursue any civil or administrative claims against the People
25 or against the Attorney General, any agency of the State of California, or against the Counties of
26 Alameda, San Bernardino, San Francisco, San Joaquin, San Mateo, and Yolo, or against any
27 Unified Program Agency (“UPA”), or against any of their respective officers, employees,
28 representatives, agents or attorneys arising out of any Covered Matter (unless such entities pursue

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

5 **8.5.** In the event litigation is filed by an entity or individual that is not a party to this
6 action against KAISER arising out of or related to a Covered Matter, KAISER shall, within sixty
7 (60) calendar days following service of such litigation upon KAISER, notify the People of such
8 litigation. Upon such timely notice, the People may undertake a good faith effort to determine
9 whether the subsequent litigation is barred by the terms of this Final Judgment or the principle of
10 res judicata. If the People determine that the subsequent litigation is barred by the terms of this
11 Final Judgment or the principle of res judicata, the People may appear in person or in writing in
12 such subsequent litigation to explain the People’s view of the effect of this Final Judgment. In no
13 event shall the People’s failure to take a position on whether such subsequent litigation is barred
14 by the terms of this Final Judgment establish or serve as evidence that such subsequent litigation
15 is not so barred.

16 **9. NOTICE**

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

18 **For THE PEOPLE:**

19
20 Attorney General of the State of California
EDWARD H. OCHOA,
21 Senior Assistant Attorney General
Environment Section
22 600 W. Broadway, Unit 1800
San Diego, CA 92101
23 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 San Bernardino County District Attorney
2 STEPHANIE B. WEISSMAN, Deputy
3 District Attorney
4 303 West 3rd Street, Fifth Floor
5 San Bernardino, CA 92415
6 SWeissman@sbcda.org

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 San Francisco District Attorney
6 MATTHEW BELTRAMO, Assistant District
7 Attorney
8 350 Rhode Island Street
9 North Building, Suite 400N
10 San Francisco, CA 94103
11 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 San Mateo County District Attorney
11 KENNETH MIFSUD, Deputy District
12 Attorney In-Charge
13 400 County Center, 3rd Floor
14 Redwood City, CA 94063
15 KMifsud@smcgov.org
16 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 Vice President & Assistant General Counsel, Litigation
17 Kaiser Foundation Health Plan, Inc./Kaiser Foundation
18 Hospitals
19 1 Kaiser Plaza
20 Legal Department
21 Oakland, CA 94612

Geoff Yost
O'Melveny & Myers, LLP
2 Embarcadero Center, 28th Floor
San Francisco, CA 94111
gyost@omm.com

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. All notices and other communications required or
23 permitted under this Final Judgment that are properly addressed via United States mail or
24 electronic mail, as provided in this paragraph are 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
28 entity, or any UPA from exercising its authority under any law, statute or regulation.

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

11 **11. NON-LIABILITY OF THE PEOPLE**

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

18 **12. NO WAIVER OF RIGHT TO ENFORCE**

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

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1 **13. FUTURE REGULATORY CHANGES**

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

14 **14. APPLICATION OF FINAL JUDGMENT**

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

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

19 **15. CONTINUING JURISDICTION**

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

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

4 **16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

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

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

10 **17. PAYMENT OF LITIGATION EXPENSES AND FEES**

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

13 **18. DECLARATION UNDER PENALTY OF PERJURY**

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

16
17 To the best of my knowledge, based on information and belief and after reasonable
18 investigation, I declare (or certify) under penalty of perjury that the information
19 contained in or accompanying this submission is true, accurate, and complete. I am
20 aware that there are civil and criminal penalties for submitting false information.

21
22 **19. INTERPRETATION**

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

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1 **20. INTEGRATION**

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

5 **21. MODIFICATION OF FINAL JUDGMENT**

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

8 **22. FORCE MAJEURE**

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

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

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

5 **b.** If KAISER claims a *Force Majeure* event, it shall notify the People in writing within
6 five (5) business days of when KAISER first learns that the event will prevent performance of an
7 obligation in paragraphs 4 through paragraphs 6, inclusive of all subparts. Within fourteen (14)
8 calendar days after the date of the written notice to the People, KAISER shall provide to the
9 People a written explanation and description of the reasons for the prevention of performance, all
10 actions taken or to be taken to prevent or mitigate the non-performance, the anticipated date for
11 performance, an explanation of why the event is a *Force Majeure* event, and any documentation
12 to support KAISER'S explanation. Within fourteen (14) calendar days of receipt of such
13 explanation, the People will notify KAISER in writing whether the People agree or disagree with
14 KAISER'S assertion of a *Force Majeure* event. If the Parties do not agree that a particular delay
15 or lack of performance is attributable to a *Force Majeure* event, either Party may petition the
16 Court to resolve the dispute. If either Party petitions the Court to resolve the dispute, it will
17 neither preclude nor prejudice the People from bringing a motion to enforce any of the provisions
18 of paragraphs 4 through paragraphs 6, inclusive of all subparts against KAISER. Nothing in this
19 paragraph shall preclude the Parties from informally resolving any dispute regarding a *Force*
20 *Majeure* event.

21 **c.** The time for performance of the obligations under paragraphs 4 through paragraphs 6,
22 inclusive of all subparts of this Final Judgment that are affected by a *Force Majeure* event will be
23 extended for such time as is necessary to complete those obligations. An extension of the time
24 for performance of the obligations affected by the *Force Majeure* event shall not, of itself, extend
25 the time for performance of any other obligation.

26 **d.** If the People choose to enforce the provisions of paragraphs 4 through paragraphs 6,
27 inclusive of all subparts against KAISER for the failure to perform in spite of KAISER'S claim of

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

3 **23. TERMINATION OF FINAL JUDGMENT**

4 **23.1.** At any time after this Final Judgment has been in effect for five (5) YEARS ,
5 and KAISER has paid and expended any and all amounts due under this Final Judgment, and
6 maintained substantial compliance with the injunctive terms of paragraphs 4 through 6, inclusive
7 of all subparts, KAISER may file a motion requesting a Court order that the injunctive provisions
8 of paragraphs 4 through 6 shall have no prospective force or effect based on KAISER'S showing
9 of substantial compliance with the injunctive terms of this Final Judgment. KAISER shall notify
10 the People in writing of its intent to file the motion at least sixty (60) calendar days prior to filing
11 the motion. After KAISER has served on the People written notice of its intent to file a motion to
12 terminate the injunctive provisions of this Final Judgment, the Parties agree that they will meet
13 and confer within fifteen (15) calendar days of the People's receipt of such written notice to
14 discuss the proposed motion and KAISER'S compliance with the terms of this Final Judgment,
15 and to determine if a stipulation for termination can be reached.

16 **23.2.** In the event that KAISER files a motion to terminate the injunctive provisions
17 of the Final Judgment, the motion shall be served on the People no later than ninety (90) calendar
18 days prior to the hearing date. None of the injunctive provisions of this Final Judgment will
19 terminate prior to the Court's final ruling on KAISER'S motion. The People may file an
20 opposition to such motion within forty-five (45) calendar days of receipt of the KAISER'S
21 noticed motion. If there is an opposition, KAISER shall file any reply within twenty-one (21)
22 calendar days of service of any opposition by the People. In the event that the People do not file
23 an opposition to the motion, that non-opposition shall not constitute a waiver or estoppel of the
24 People's authority to otherwise enforce any violation of law or of the injunction prior to its
25 termination, and shall have no evidentiary effect. The Parties agree that the Court may grant
26 KAISER'S motion upon determining that KAISER has demonstrated that it has paid any and all
27 amounts due under this Final Judgment and has maintained substantial compliance with the
28 obligations set forth in this Final Judgment. If the Court does not grant KAISER'S motion or

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

6 **23.3.** In the event the injunction set forth herein is terminated upon KAISER’S
7 motion or for any other reason, the termination of the injunctive provisions of this Final Judgment
8 shall have no effect on KAISER’S obligation to comply with all applicable requirements imposed
9 by statute, regulation, ordinance, or law, or on the People’s right to investigate or enforce the
10 Reserved Claims.

11 **24. PATIENT CARE AND PRIVACY**

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

16
17 **IT IS ORDERED, ADJUDGED, AND DECREED THAT THE FINAL JUDGMENT AND**
18 **PERMANENT INJUNCTION BE ENTERED AS PROVIDED HEREIN.**

19
20
21 Dated: _____, 2023

JUDGE OF THE SUPERIOR COURT

Exhibit A

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
1	Alameda Medical Offices	Central Ave.	Alameda	Alameda
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
8	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
17	Fremont Medical Center	Paseo Padre Pkwy.	Fremont	Alameda
18	Fremont Medical Center	Paseo Padre Pkwy.	Fremont	Alameda
19	Fremont Medical Center	Paseo Padre Pkwy.	Fremont	Alameda
20	Fremont Medical Center	Paseo Padre Pkwy.	Fremont	Alameda
21	Fremont Medical Center	Paseo Padre Pkwy.	Fremont	Alameda
22	Fremont Medical Center	Paseo Padre Pkwy.	Fremont	Alameda
23	Fremont Medical Center	Paseo Padre Pkwy.	Fremont	Alameda
24	Fremont Medical Center	Paseo Padre Pkwy.	Fremont	Alameda
25	Hayward Medical Center	Hesperian Blvd.	Hayward	Alameda
26	Hayward Medical Center	Hesperian Blvd.	Hayward	Alameda
27	Hayward Medical Center	Hesperian Blvd.	Hayward	Alameda
28	Hayward Sky West Commons	Hesperian Blvd.	Hayward	Alameda
29	San Leandro Skilled Nursing	Mattox Rd.	Hayward	Alameda
30	Hayward Medical Center	Sleepy Hollow South	Hayward	Alameda
31	Sleepy Hollow Medical Offices	Sleepy Hollow South	Hayward	Alameda
32	Livermore Medical Offices	Las Positas Rd.	Livermore	Alameda
33	Livermore Distribution Center	Pullman St.	Livermore	Alameda
34	Livermore Distribution Center	Pullman St.	Livermore	Alameda
35	Livermore Distribution Center	Pullman St.	Livermore	Alameda
36	Livermore Distribution Center	Pullman St.	Livermore	Alameda
37	Regional - Oakland	19th	Oakland	Alameda
38	Division of Research - Oakland	Broadway	Oakland	Alameda
39	Oakland Medical Center	Broadway	Oakland	Alameda
40	Oakland Medical Center	Broadway	Oakland	Alameda
41	Oakland Medical Center	Broadway	Oakland	Alameda
42	Oakland Medical Center	Broadway	Oakland	Alameda
43	Oakland Medical Center	Broadway	Oakland	Alameda
44	Oakland Medical Center	Broadway	Oakland	Alameda
45	Oakland Medical Center	Broadway	Oakland	Alameda
46	Oakland Medical Center	Broadway	Oakland	Alameda
47	Oakland Medical Center	Broadway	Oakland	Alameda
48	Oakland Medical Center	Broadway	Oakland	Alameda
49	Oakland Medical Center	Broadway	Oakland	Alameda
50	Oakland Medical Center	Broadway	Oakland	Alameda
51	Oakland Medical Center	Broadway	Oakland	Alameda
52	Regional - Oakland	Broadway	Oakland	Alameda
53	Pharmacy Distribution Warehouse	Coliseum Way	Oakland	Alameda
54	Regional - Oakland	Franklin St.	Oakland	Alameda
55	Harrison	Harrison St.	Oakland	Alameda
56	Oakland Medical Center	Howe St.	Oakland	Alameda
57	Oakland Medical Center	Howe St.	Oakland	Alameda
58	Oakland Medical Center	Howe St.	Oakland	Alameda
59	Ordway	Lakeside Dr.	Oakland	Alameda
60	Oakland Medical Center	MacArthur Blvd., CPM Bldg. Ste. 117	Oakland	Alameda
61	Ordway	One Kaiser Plaza	Oakland	Alameda
62	Oakland Medical Center	Piedmont Ave.	Oakland	Alameda

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
63	Oakland Medical Center	Piedmont Ave.	Oakland	Alameda
64	Oakland Medical Center	Telegraph	Oakland	Alameda
65	Oakland Medical Center	W MacArthur Blvd	Oakland	Alameda
66	Oakland Medical Center	W. Macarthur Blvd.	Oakland	Alameda
67	Oakland Medical Center	W. Macarthur Blvd.	Oakland	Alameda
68	Oakland Medical Center	W. MacArthur Blvd.	Oakland	Alameda
69	Oakland Medical Center	Webster	Oakland	Alameda
70	Oakland Regional Support	Webster St.	Oakland	Alameda
71	Regional - Oakland	Webster St.	Oakland	Alameda
72	Pleasanton Medical Offices	Hacienda Dr., Bldg A	Pleasanton	Alameda
73	Pleasanton Medical Offices	Hacienda Dr., Bldg B	Pleasanton	Alameda
74	Pleasanton Medical Offices	Hacienda Dr., Bldg C	Pleasanton	Alameda
75	Pleasanton Medical Offices	Hacienda Dr., Bldg D	Pleasanton	Alameda
76	Pleasanton Medical Offices	Hopyard Rd., Ste. 140/270	Pleasanton	Alameda
77	Pleasanton Medical Offices	Owens Dr.	Pleasanton	Alameda
78	Pleasanton Medical Offices	Owens Dr.	Pleasanton	Alameda
79	Pleasanton Medical Offices	Owens Dr.	Pleasanton	Alameda
80	Pleasanton Medical Offices	Stoneridge Dr.	Pleasanton	Alameda
81	Pleasanton Medical Offices	Stoneridge Dr.	Pleasanton	Alameda
82	Pleasanton Medical Offices	Stoneridge Mall Rd.	Pleasanton	Alameda
83	San Leandro Skilled Nursing	168th Ave.	San Leandro	Alameda
84	San Leandro Skilled Nursing	168th Ave.	San Leandro	Alameda
85	San Leandro Skilled Nursing	168th Ave.	San Leandro	Alameda
86	San Leandro Skilled Nursing	168th Ave.	San Leandro	Alameda
87	San Leandro Medical Center	Merced St.	San Leandro	Alameda
88	San Leandro Medical Center	Fairway Dr.	San Leandro	Alameda
89	San Leandro Medical Center	Merced St.	San Leandro	Alameda
90	San Leandro Medical Center	Merced St.	San Leandro	Alameda
91	Ordway	Whitney St.	San Leandro	Alameda
92	Hayward Medical Center	Eigenbrodt Way	Union City	Alameda
93	Hayward Medical Center	Whipple Rd.	Union City	Alameda
94	Hayward Medical Center	Whipple Rd.	Union City	Alameda
95	Hayward Medical Center	Whipple Rd.	Union City	Alameda
96	Sacramento Medical Center	Sacramento	Sacramento	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	Contra Costa
108	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
109	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
110	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
111	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
112	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
113	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
114	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
115	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
116	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
117	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
118	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
119	Martinez Medical Offices	Muir Rd.	Martinez	Contra Costa
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
124	Pinole Medical Offices	Pinole Valley Rd.	Pinole	Contra Costa

EXHIBIT A - Kaiser Covered Facilities

	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
128	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
136	Park Shadelands Medical Offices	Lennon Lane	Walnut Creek	Contra Costa
137	Park Shadelands Medical Offices	Lennon Lane	Walnut Creek	Contra Costa
138	Park Shadelands Medical Offices	Lennon Lane	Walnut Creek	Contra Costa
139	Walnut Creek - IT	Lennon Ln.	Walnut Creek	Contra Costa
140	Walnut Creek Medical Center	Lilac Dr.	Walnut Creek	Contra Costa
141	Walnut Creek Medical Center	Maria Ln., Ste. 150 & 300	Walnut Creek	Contra Costa
142	Walnut Creek Medical Center	Maria Ln., Ste. 250, 265, 270, 330 & 340	Walnut Creek	Contra Costa
143	Walnut Creek Medical Center	Maria Ln., Ste. 280, 310 & 350	Walnut Creek	Contra Costa
144	Walnut Creek Medical Center	Maria Ln., Ste. 340, 420 & 460	Walnut Creek	Contra Costa
145	Park Shadelands Medical Offices	Mitchell Dr.	Walnut Creek	Contra Costa
146	Park Shadelands Medical Offices	N. Wiget	Walnut Creek	Contra Costa
147	Walnut Creek Medical Center	Newell Ave.	Walnut Creek	Contra Costa
148	Walnut Creek Medical Center	Newell Ave.	Walnut Creek	Contra Costa
149	Walnut Creek Medical Center	Newell Ave.	Walnut Creek	Contra Costa
150	Walnut Creek Medical Center	Newell Ave.	Walnut Creek	Contra Costa
151	Walnut Creek Medical Center	Newell Ave.	Walnut Creek	Contra Costa
152	Walnut Creek Medical Center	Newell Ave.	Walnut Creek	Contra Costa
153	Walnut Creek Medical Center	S. Broadway	Walnut Creek	Contra Costa
154	Walnut Creek Medical Center	S. California Blvd.	Walnut Creek	Contra Costa
155	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
162	Fresno Medical Center	Blackstone Ave.	Fresno	Fresno
163	Fresno Medical Center	E. Shaw Ave., Bldg. B	Fresno	Fresno
164	Fresno Medical Center	E. Shaw Ave., Bldg. C	Fresno	Fresno
165	Fresno Medical Center	N Cedar	Fresno	Fresno
166	Fresno Medical Center	N. First St.	Fresno	Fresno
167	Fresno Medical Center	N. Fresno	Fresno	Fresno
168	Fresno Medical Center	N. Fresno	Fresno	Fresno
169	Fresno Medical Center	N. Fresno	Fresno	Fresno
170	Fresno Medical Center	N. Fresno	Fresno	Fresno
171	Fresno Medical Center	N. Fresno	Fresno	Fresno
172	Fresno Medical Center	N. Fresno	Fresno	Fresno
173	Fresno Medical Center	N. Fresno	Fresno	Fresno
174	Fresno Medical Center	N. Fresno	Fresno	Fresno
175	Fresno Medical Center	N. Fresno	Fresno	Fresno
176	Fresno Medical Center	N. Fresno	Fresno	Fresno
177	Fresno Medical Center	N. Fresno	Fresno	Fresno
178	Fresno Medical Center	N. Fresno St., Ste. 400 & 480	Fresno	Fresno
179	Walmart Fresno - KP Care Corner	W. Shaw Ave.	Fresno	Fresno
180	Selma Medical Office	Highland Avenue	Selma	Fresno
181	Bakersfield Warehouse/Chartroom	16th St., Ste 100-107	Bakersfield	Kern
182	Bakersfield Warehouse/Chartroom	16th St., Ste 109 & 111	Bakersfield	Kern
183	Bakersfield Administrative Offices	California Ave.	Bakersfield	Kern
184	Bakersfield Behavior Health	California Ave., Ste. 200	Bakersfield	Kern
185	Chester Avenue Medical Offices	Chester Ave.	Bakersfield	Kern
186	Bakersfield Chester Medical Offices	Chester Ave., Ste. 305 & 310	Bakersfield	Kern

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
187	Coffee Road Medical Office	Coffee Road, Ste. 100	Bakersfield	Kern
188	Discovery Plaza Medical Offices	Discovery Dr.	Bakersfield	Kern
189	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. L-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
200	Bellflower Medical Center	Rosecrans Ave.	Bellflower	Los Angeles
201	Bellflower Medical Center	Rosecrans Ave.	Bellflower	Los Angeles
202	Marketing, Sales, Service and Admin	Thornton Ave.	Burbank	Los Angeles
203	Carson Main Street Health Pavilion	S. Main St.	Carson	Los Angeles
204	Carson Main Street Health Pavilion	S. Main St.	Carson	Los Angeles
205	Cerritos Medical Offices	183rd Ave.	Cerritos	Los Angeles
206	Crossroads Medical Offices	Crossroads Pkwy.	City of Industry	Los Angeles
207	Indian Hill Medical Offices	W. San Jose Ave.	Claremont	Los Angeles
208	Cudahy Medical Offices	Atlantic Ave.	Cudahy	Los Angeles
209	West Los Angeles Medical Center	McConnell Ave.	Culver City	Los Angeles
210	Diamond Bar Medical Offices	Bridgegate Dr.	Diamond Bar	Los Angeles
211	Downey Administrative Office	Bellflower Blvd.	Downey	Los Angeles
212	Downey Boeing Building	Bellflower Blvd.	Downey	Los Angeles
213	Downey Service Center	Dalen St.	Downey	Los Angeles
214	Downey Medical Center	Imperial Hwy.	Downey	Los Angeles
215	Garden Medical Offices	Imperial Hwy.	Downey	Los Angeles
216	Imperial Medical Offices	Imperial Hwy.	Downey	Los Angeles
217	Imperial Medical Offices	Imperial Hwy.	Downey	Los Angeles
218	Imperial Medical Offices	Imperial Hwy.	Downey	Los Angeles
219	Imperial Medical Offices	Imperial Hwy.	Downey	Los Angeles
220	Imperial Medical Offices	Imperial Hwy.	Downey	Los Angeles
221	Carson South Bay Medical Offices	S. Figueroa St.	Gardena	Los Angeles
222	Gardena Medical Offices	S. Western Ave.	Gardena	Los Angeles
223	Glendale Orange Street Medical Offices	N. Orange St.	Glendale	Los Angeles
224	Glendale Medical Offices	W. Glenoaks Blvd.	Glendale	Los Angeles
225	San Fernando Home Health	Balboa Blvd.	Granada Hills	Los Angeles
226	South Bay Medical Center	S. Normandie Ave.	Harbor City	Los Angeles
227	South Bay Medical Center	S. Normandie Ave.	Harbor City	Los Angeles
228	South Bay Medical Center	S. Normandie Ave.	Harbor City	Los Angeles
229	South Bay Medical Center	S. Normandie Ave.	Harbor City	Los Angeles
230	South Bay Medical Center	S. Normandie Ave.	Harbor City	Los Angeles
231	South Bay Medical Center	S. Normandie Ave., Lot 10	Harbor City	Los Angeles
232	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
239	Inglewood Vision Services	W. Century Blvd, Ste. B-3	Inglewood	Los Angeles
240	Irwindale Medical Offices	Schabarum Ave	Irwindale	Los Angeles
241	Irwindale Medical Offices	Schabarum Ave.	Irwindale	Los Angeles
242	La Puente Hacienda Medical Offices	N. Hacienda Blvd.	La Puente	Los Angeles
243	Antelope Valley OB/Gyn	15th St.	Lancaster	Los Angeles
244	Lancaster Medical Offices	15th St., W.	Lancaster	Los Angeles
245	Lancaster Medical Offices	15th St., W.	Lancaster	Los Angeles
246	Lancaster Medical Offices	20th St. W.	Lancaster	Los Angeles
247	Commerce Center Admin	Commerce Center Dr.	Lancaster	Los Angeles
248	Antelope Valley Medical Offices	West Ave. L	Lancaster	Los Angeles

EXHIBIT A - Kaiser Covered Facilities

	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
252	Long Beach Plaza Medical Offices	E. Pac.Coast Hwy.	Long Beach	Los Angeles
253	West Los Angeles Medical Center	Cadillac Ave.	Los Angeles	Los Angeles
254	West Los Angeles Medical Center	Cadillac Ave.	Los Angeles	Los Angeles
255	West Los Angeles Medical Center	Crescent Hts.	Los Angeles	Los Angeles
256	West Los Angeles Medical Center	Crescent Hts.	Los Angeles	Los Angeles
257	West Los Angeles Medical Center	Crescent Hts.	Los Angeles	Los Angeles
258	Watts Learning Center	E. 103rd St.	Los Angeles	Los Angeles
259	Regional Service Center	Electronics Pl.	Los Angeles	Los Angeles
260	West Los Angeles Medical Center	Goldleaf Cir.	Los Angeles	Los Angeles
261	Los Angeles Medical Center	Hollywood Blvd.	Los Angeles	Los Angeles
262	Los Angeles Medical Center	Hollywood Blvd.	Los Angeles	Los Angeles
263	Los Angeles Medical Center	N. Edgemont St.	Los Angeles	Los Angeles
264	Los Angeles Medical Center	N. Edgemont St.	Los Angeles	Los Angeles
265	Los Angeles Medical Center	N. Edgemont St.	Los Angeles	Los Angeles
266	Los Angeles Medical Center	N. Kenmore Ave.	Los Angeles	Los Angeles
267	Los Angeles Medical Center	N. Vermont Ave.	Los Angeles	Los Angeles
268	East Los Angeles Medical Offices	Pomona Blvd.	Los Angeles	Los Angeles
269	Downtown LA Hope St. Medical Offices	S. Hope St., Ste. C-130	Los Angeles	Los Angeles
270	West Los Angeles Medical Center	S. La Cienega Blvd.	Los Angeles	Los Angeles
271	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
277	Annandale - 1 & 2	W. Colorado Blvd.	Los Angeles	Los Angeles
278	South Los Angeles Medical Offices	W. Manchester Ave.	Los Angeles	Los Angeles
279	Baldwin Hills Crenshaw Medical Offices	W. Martin Luther King Jr. Blvd.	Los Angeles	Los Angeles
280	Los Angeles Medical Center	W. Sunset Blvd.	Los Angeles	Los Angeles
281	Los Angeles Medical Center	W. Sunset Blvd.	Los Angeles	Los Angeles
282	Los Angeles Medical Center	W. Sunset Blvd.	Los Angeles	Los Angeles
283	Los Angeles Medical Center	W. Sunset Blvd.	Los Angeles	Los Angeles
284	Los Angeles Medical Center	W. Sunset Blvd.	Los Angeles	Los Angeles
285	Los Angeles Medical Center	W. Sunset Blvd.	Los Angeles	Los Angeles
286	Culver Marina Medical Offices	W. Washington Blvd.	Los Angeles	Los Angeles
287	Los Angeles Medical Center	Wilshire Blvd., 3rd Fl.	Los Angeles	Los Angeles
288	Lynwood	Martin Luther King Jr Blvd.	Lynwood	Los Angeles
289	Manhattan Beach Medical Offices	S. Sepulveda Blvd., Ste. 100	Manhattan Beach	Los Angeles
290	Mission Hills Medical Offices	Sepulveda Blvd.	Mission Hills	Los Angeles
291	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
295	Northridge Pharmacy	Rinaldi St., Ste. I	Northridge	Los Angeles
296	Norwalk Behavioral Health	Imperial Hwy., Ste 400	Norwalk	Los Angeles
297	Weidner Warehouse	Weidner St.	Pacoima	Los Angeles
298	Walmart Palmdale - KP Care Corner	47th St.	Palmdale	Los Angeles
299	Palmdale Medical Offices	East Ave S	Palmdale	Los Angeles
300	Panorama City Medical Center	Cantara St.	Panorama City	Los Angeles
301	Panorama City Medical Center	Cantara St.	Panorama City	Los Angeles
302	Panorama City Medical Center	Roscoe Blvd.	Panorama City	Los Angeles
303	Panorama City Medical Center	Roscoe Blvd.	Panorama City	Los Angeles
304	Panorama City Medical Center	Willard St.	Panorama City	Los Angeles
305	Panorama City Medical Center	Willard St.	Panorama City	Los Angeles
306	Panorama City Medical Center	Woodman Ave	Panorama City	Los Angeles
307	Panorama City Medical Center	Woodman Ave.	Panorama City	Los Angeles
308	Panorama City Medical Center	Woodman Ave.	Panorama City	Los Angeles
309	Panorama City Medical Center	Woodman Ave.	Panorama City	Los Angeles
310	Vision Essentials - Pasadena	E. Colorado Blvd.	Pasadena	Los Angeles

EXHIBIT A - Kaiser Covered Facilities

	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
315	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 Robles	Pasadena	Los Angeles
319	S. Los Robles Administration	S. Los Robles 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
332	Signal Hill Medical Offices	E. Willow St.	Signal Hill	Los Angeles
333	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 Administration	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 1206	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
353	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
371	Napa Medical Offices	Permanente Wy.	Napa	Napa
372	Aliso Viejo Medical Offices	Pacific Park Dr.	Aliso Viejo	Orange

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
373	Anaheim Hills Medical Offices	E. La Palma	Anaheim	Orange
374	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.	Brea	Orange
387	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
390	Huntington Beach Medical Offices	Beach Blvd.	Huntington Beach	Orange
391	Alton/Sand Canyon Medical Offices	Alton Pkwy.	Irvine	Orange
392	Orange Co Irvine Medical Center	Alton Pkwy.	Irvine	Orange
393	Sand Canyon Medical Offices	Alton Pkwy.	Irvine	Orange
394	Barranca Medical Offices	Willard St.	Irvine	Orange
395	La Habra Medical Offices	E. Imperial Hwy.	La Habra	Orange
396	La Palma Medical Offices	Centrepont Dr.	La Palma	Orange
397	Laguna Hills	Avenida De La Carlota, Ste. 400	Laguna Hills	Orange
398	Mission Viejo Medical Offices	Maquina Ave.	Mission Viejo	Orange
399	Orange Health Pavilion	N. Lewis Ave.	Orange	Orange
400	Chapman Medical Offices	W. Chapman Ave.	Orange	Orange
401	Barcelona Warehouse	Barcelona Circle	Placentia	Orange
402	San Juan Capistrano Medical Offices	Camino Capistrano	San Juan Capistrano	Orange
403	Tustin Santa Ana Medical Offices	E. 4th St.	Santa Ana	Orange
404	Xerox Building Administration	E. First St., 11th/12th Flr.	Santa Ana	Orange
405	Harbor Corporate Park	S. Harbor Blvd, Ste. 100	Santa Ana	Orange
406	Harbor/Macarthur Medical Offices	S. Harbor Blvd.	Santa Ana	Orange
407	Tustin Home Health	E. 17th St., Ste. 300, 310 & 320	Tustin	Orange
408	Tustin Ranch Medical Offices	Michelle Dr.	Tustin	Orange
409	Yorba Linda Medical Offices	Savi Ranch Pkwy.	Yorba Linda	Orange
410	Lincoln Medical Offices	Dresden Dr.	Lincoln	Placer
411	Roseville Medical Center	E Roseville Pkwy., Bldg C	Roseville	Placer
412	Roseville Medical Center	E Roseville Pkwy., Bldg D, Unit 110, 120, 130	Roseville	Placer
413	Roseville Medical Center	Eureka Rd.	Roseville	Placer
414	Roseville Medical Center	Eureka Rd.	Roseville	Placer
415	Roseville Medical Center	Eureka Rd.	Roseville	Placer
416	Roseville Medical Center	Eureka Rd.	Roseville	Placer
417	Roseville Medical Center	Eureka Rd.	Roseville	Placer
418	Roseville Medical Center	Eureka Rd.	Roseville	Placer
419	Roseville Medical Center	Eureka Rd.	Roseville	Placer
420	Roseville Medical Center	Eureka Rd.	Roseville	Placer
421	Roseville Medical Center	Eureka Rd.	Roseville	Placer
422	Roseville Medical Center	Eureka Rd.	Roseville	Placer
423	Roseville Medical Center	Gibson Dr.	Roseville	Placer
424	Roseville Medical Center	Professional Dr.	Roseville	Placer
425	Roseville Medical Center	Riverside Ave	Roseville	Placer
426	Roseville Medical Center	Riverside Ave.	Roseville	Placer
427	Roseville Medical Center	Riverside Ave.	Roseville	Placer
428	Roseville Medical Center	Riverside Ave.	Roseville	Placer
429	Roseville Medical Center	Riverside Ave.	Roseville	Placer
430	Roseville Medical Center	Riverside Ave.	Roseville	Placer
431	Roseville Medical Center	Riverside Ave.	Roseville	Placer
432	Roseville Medical Center	Sierra Gardens	Roseville	Placer
433	Corona Data Center Admin	California Ave.	Corona	Riverside
434	Corona Member Svcs Call Center	California Ave.	Corona	Riverside

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
435	Granite Street Warehouse	Granite St.	Corona	Riverside
436	Corona Medical Offices	Kellogg Ave.	Corona	Riverside
437	Corona Medical Offices	Kellogg Ave.	Corona	Riverside
438	Corona Chart Room	S. Promenade Ave.	Corona	Riverside
439	Indio Medical Offices	Monroe St.	Indio	Riverside
440	Moreno Valley Heacock Medical Offices	Heacock St.	Moreno Valley	Riverside
441	Iris Medical Offices	Iris Ave.	Moreno Valley	Riverside
442	Iris Medical Offices	Iris Ave.	Moreno Valley	Riverside
443	Moreno Valley Medical Center	Iris Ave.	Moreno Valley	Riverside
444	Moreno Valley Medical Center	Iris Ave.	Moreno Valley	Riverside
445	Moreno Valley Medical Center	Iris Ave.	Moreno Valley	Riverside
446	Moreno Valley Medical Center	Iris Ave.	Moreno Valley	Riverside
447	Murrieta Medical Offices	Keller Rd.	Murrieta	Riverside
448	Coachella Valley Administrative Offices	Fred Waring Dr., Ste. 109-110	Palm Desert	Riverside
449	Palm Desert Medical Office	Gerald Ford Dr.	Palm Desert	Riverside
450	Palm Springs Medical Office	N Palm Canyon Dr., Ste. 208 & 209	Palm Springs	Riverside
451	Canyon Crest Mental Health Offices	Canyon Crest Dr.	Riverside	Riverside
452	Canyon Crest Mental Health Offices	Canyon Crest Dr.	Riverside	Riverside
453	Fresenius MC - Riverside	La Sierra Ave	Riverside	Riverside
454	Riverside Home Health	Magnolia Ave.	Riverside	Riverside
455	Riverside Home Health	Magnolia Ave.	Riverside	Riverside
456	Riverside Home Health	Magnolia Ave.	Riverside	Riverside
457	Riverside Magnolia Noth Administration	Magnolia Ave.	Riverside	Riverside
458	Riverside Medical Center	Magnolia Ave.	Riverside	Riverside
459	Riverside Medical Center	Magnolia Ave.	Riverside	Riverside
460	Riverside Medical Center	Magnolia Ave.	Riverside	Riverside
461	Riverside Medical Center	Magnolia Ave.	Riverside	Riverside
462	Riverside Medical Center	Magnolia Ave.	Riverside	Riverside
463	Riverside Administration	Magnolia Avenue	Riverside	Riverside
464	Meridian Medical Offices	Meridian Pkwy.	Riverside	Riverside
465	Van Buren Medical Offices	Van Buren Blvd.	Riverside	Riverside
466	Temecula Medical Offices	Madison Ave.	Temecula	Riverside
467	Temecula Medical Offices	Madison Ave.	Temecula	Riverside
468	Wildomar Medical Offices	Inland Valley Dr.	Wildomar	Riverside
469	Elk Grove Medical Offices	Big Horn Blvd.	Elk Grove	Sacramento
470	Promenade Medical Offices	Promenade Pkwy.	Elk Grove	Sacramento
471	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
474	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
477	South Sacramento Medical Center	J St., Ste. 352	Sacramento	Sacramento
478	Sacramento Medical Center	Alta Arden Expressway	Sacramento	Sacramento
479	Sacramento Medical Center	Alta Arden Expressway	Sacramento	Sacramento
480	Sacramento Medical Center	Alta Arden Expressway	Sacramento	Sacramento
481	South Sacramento Medical Center	Alta Valley Dr.Suite 100,105,180,200,212,	Sacramento	Sacramento
482	Sacramento Medical Center	Arden Wy.	Sacramento	Sacramento
483	Sacramento Medical Center	Arden Wy.	Sacramento	Sacramento
484	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

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
497	South Sacramento Medical Center	Bruceville Rd.	Sacramento	Sacramento
498	South Sacramento Medical Center	Bruceville Rd.	Sacramento	Sacramento
499	South Sacramento Medical Center	Bruceville Rd.	Sacramento	Sacramento
500	South Sacramento Medical Center	Bruceville Rd.	Sacramento	Sacramento
501	Sacramento Medical Center	Cottage Wy.	Sacramento	Sacramento
502	Sacramento Medical Center	Cottage Wy.	Sacramento	Sacramento
503	South Sacramento Medical Center	E. Stockton Blvd.	Sacramento	Sacramento
504	South Sacramento Medical Center	E. Stockton Blvd.	Sacramento	Sacramento
505	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
508	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
512	Sacramento Railroad Yard	L St.	Sacramento	Sacramento
513	Sacramento Medical Center	Morse Ave.	Sacramento	Sacramento
514	Sacramento Medical Center	Morse Ave.	Sacramento	Sacramento
515	Sacramento Medical Center	Morse Ave.	Sacramento	Sacramento
516	Sacramento Medical Center	Morse Ave.	Sacramento	Sacramento
517	Sacramento Medical Center	Morse Ave.	Sacramento	Sacramento
518	Sacramento Medical Center	Morse Ave.	Sacramento	Sacramento
519	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
537	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
540	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
543	Fontana Medical Center	Sierra Ave.	Fontana	San Bernardino
544	Fontana Medical Center	Sierra Ave.	Fontana	San Bernardino
545	Fontana Medical Center	Sierra Ave.	Fontana	San Bernardino
546	Fontana Medical Center	Sierra Ave.	Fontana	San Bernardino
547	Fontana Medical Center	Sierra Ave.	Fontana	San Bernardino
548	Fontana Medical Center	Sierra Ave., Ste. 111	Fontana	San Bernardino
549	Corona Member Svcs Call Center	Slover Ave.	Fontana	San Bernardino
550	Palm Court Center (Slover)	Slover Ave.	Fontana	San Bernardino
551	Palm Court Center (Slover)	Slover Ave.	Fontana	San Bernardino
552	Palm Court Center (Slover)	Slover Ave.	Fontana	San Bernardino
553	Target - Fontana North	Summit Ave.	Fontana	San Bernardino
554	Fontana Medical Center	Valley Blvd.	Fontana	San Bernardino
555	Fontana Medical Center	Valley Blvd.	Fontana	San Bernardino
556	Fontana Medical Center	Valley Blvd.	Fontana	San Bernardino
557	Fontana Medical Center	Valley Blvd.	Fontana	San Bernardino
558	Hesperia Main Street Offices	Main St., Ste. 301	Hesperia	San Bernardino

EXHIBIT A - Kaiser Covered Facilities

	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
561	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. Foothill 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
577	Bonita Medical Offices	Bonita Rd.	Bonita	San Diego
578	Bonita Medical Offices	Bonita Rd.	Bonita	San Diego
579	Bonita Medical Offices	Bonita Rd.	Bonita	San Diego
580	Carlsbad Medical Offices	Avenida Encinas	Carlsbad	San Diego
581	El Cajon - Bostonia Medical Offices	E. Main St.	El Cajon	San Diego
582	El Cajon - Bostonia Medical Offices	E. Main St.	El Cajon	San Diego
583	El Cajon Medical Offices/OP Surgery Cntr	Travelodge Dr.	El Cajon	San Diego
584	Escondido Medical Offices	N. Broadway	Escondido	San Diego
585	Rancho San Diego Medical Offices	Avocado Blvd.	La Mesa	San Diego
586	La Mesa Medical/Administrative Offices	Parkway Dr.	La Mesa	San Diego
587	La Mesa Medical/Administrative Offices	Parkway Dr.	La Mesa	San Diego
588	Oceanside Ranch Del Oro Medical Offices	Rocky Point Dr.	Oceanside	San Diego
589	Rancho Bernardo Medical Offices	Bernardo Center Dr.	San Diego	San Diego
590	Target - San Diego Mission Valley	Camino Del Rio N.	San Diego	San Diego
591	Clairemont Mesa Medical Offices	Clairemont Mesa Blvd.	San Diego	San Diego
592	San Diego Medical Center	Clairemont Mesa Blvd.	San Diego	San Diego
593	San Diego Medical Center	Clairemont Mesa Blvd.	San Diego	San Diego
594	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
597	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
600	Point Loma Medical Offices	Fordham St.	San Diego	San Diego
601	Scripps La Jolla	Genesee Ave., Ste. 114	San Diego	San Diego
602	Point Loma Medical Offices	Kenyon St.	San Diego	San Diego
603	Mission Trail Medical Records	Mission Gorge Rd.	San Diego	San Diego
604	Zion Medical Center	Mission Gorge Rd.	San Diego	San Diego
605	California Service Center	Murphy Canyon Rd.	San Diego	San Diego
606	Zion Medical Center	Orcutt Ave.	San Diego	San Diego
607	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
610	California Service Center - Rio S.D.	Rio San Diego Dr.	San Diego	San Diego
611	San Diego Sales & Marketing	Rio San Diego Dr., 2nd Fl.	San Diego	San Diego
612	Mission Road Administration Buildings	S.D. Mission Rd.	San Diego	San Diego
613	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
616	San Diego Mobile Health Vehicle	Vandever Ave.	San Diego	San Diego
617	Vandever Medical Offices	Vandever Ave.	San Diego	San Diego
618	Kearny Mesa Rehab Center	Viewridge Ave.	San Diego	San Diego
619	Viewridge 1 Medical Offices	Viewridge Ct.	San Diego	San Diego
620	Viewridge 2 Medical Offices	Viewridge Ct.	San Diego	San Diego

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
621	Mesa Vista Offsite	Vista Hill Ave., Ste 160	San Diego	San Diego
622	Zion Medical Center	Zion Ave.	San Diego	San Diego
623	Zion Medical Center	Zion Ave.	San Diego	San Diego
624	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
633	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
638	San Francisco - Geary Medical Center	Geary Blvd.	San Francisco	San Francisco
639	San Francisco - Geary Medical Center	Geary Blvd.	San Francisco	San Francisco
640	San Francisco - Geary Medical Center	Geary Blvd.	San Francisco	San Francisco
641	San Francisco - Geary Medical Center	Geary Blvd.	San Francisco	San Francisco
642	San Francisco - Geary Medical Center	Geary Blvd.	San Francisco	San Francisco
643	San Francisco - Geary Medical Center	Geary Blvd.	San Francisco	San Francisco
644	San Francisco - Geary Medical Center	Geary Blvd. (Church)	San Francisco	San Francisco
645	San Francisco - Geary Medical Center	Geary Blvd. (Dental)	San Francisco	San Francisco
646	San Francisco - Geary Medical Center	Market St, Ste. 925 & 1010	San Francisco	San Francisco
647	San Francisco - Geary Medical Center	OFarrell St.	San Francisco	San Francisco
648	San Francisco - Geary Medical Center	OFarrell St.	San Francisco	San Francisco
649	San Francisco - Geary Medical Center	OFarrell St.	San Francisco	San Francisco
650	San Francisco Mission Bay Medical Office	Owens St.	San Francisco	San Francisco
651	San Francisco Mission Bay Medical Office	Owens St.	San Francisco	San Francisco
652	San Francisco - Geary Medical Center	Sixth Avenue	San Francisco	San Francisco
653	San Francisco - Geary Medical Center	St Josephs Ave.	San Francisco	San Francisco
654	San Francisco - Geary Medical Center	Van Ness Ave.	San Francisco	San Francisco
655	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
663	Stockton Medical Center	West Ln.	Stockton	San Joaquin
664	Stockton Medical Center	West Ln.	Stockton	San Joaquin
665	Stockton Medical Center	West Ln.	Stockton	San Joaquin
666	Stockton Medical Center	West Ln.	Stockton	San Joaquin
667	Stockton Medical Center	West Ln.	Stockton	San Joaquin
668	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
680	Redwood City Medical Center	Maple St.	Redwood City	San Mateo
681	Redwood City Medical Center	Maple St.	Redwood City	San Mateo
682	Redwood City Medical Center	Marshall Ct.	Redwood City	San Mateo

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
683	Redwood City Medical Center	Marshall St.	Redwood City	San Mateo
684	Redwood City Medical Center	Marshall St.	Redwood City	San Mateo
685	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
693	Redwood City Medical Center	Veterans Blvd.	Redwood City	San Mateo
694	Redwood City Medical Center	Veterans Blvd.	Redwood City	San Mateo
695	Redwood City Medical Center	Veterans Blvd.	Redwood City	San Mateo
696	South San Francisco Medical Center	El Camino Real	San Bruno	San Mateo
697	South San Francisco Medical Center	Sneath Ln.	San Bruno	San Mateo
698	South San Francisco Medical Center	Sneath Ln.	San Bruno	San Mateo
699	South San Francisco Medical Center	Traeger Ave.	San Bruno	San Mateo
700	South San Francisco Medical Center	Traeger Ave.	San Bruno	San Mateo
701	San Mateo Medical Offices	Franklin Pkwy.	San Mateo	San Mateo
702	Redwood City Medical Center	S. Norfolk St.	San Mateo	San Mateo
703	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
704	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
705	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
706	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
707	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
708	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
709	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
710	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
711	South San Francisco Medical Center	El Camino Real	South San Francisco	San Mateo
712	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
718	Gilroy Medical Offices	Arroyo Cir.	Gilroy	Santa Clara
719	Gilroy Medical Offices	Arroyo Circle & Camino Arroyo	Gilroy	Santa Clara
720	Milpitas Medical Offices	E. Calaveras Blvd.	Milpitas	Santa Clara
721	Milpitas Medical Offices	E. Calveras Blvd.	Milpitas	Santa Clara
722	Milpitas Medical Offices	Los Coches St.	Milpitas	Santa Clara
723	Milpitas Medical Offices	S. Milpitas Blvd.	Milpitas	Santa Clara
724	Mt. View Medical Offices	Castro St.	Mountain View	Santa Clara
725	Mt. View Medical Offices	Castro St.	Mountain View	Santa Clara
726	Mt. View Medical Offices	Castro St.	Mountain View	Santa Clara
727	NCAL Regional Genetics Laboratory	Cottle Rd.	San Jose	Santa Clara
728	San Jose Medical Center	Cottle Rd.	San Jose	Santa Clara
729	San Jose Medical Center	Cottle Rd.	San Jose	Santa Clara
730	San Jose Medical Center	Cottle Rd.	San Jose	Santa Clara
731	San Jose Medical Center	Cottle Rd.	San Jose	Santa Clara
732	San Jose Medical Center	Cottle Rd.	San Jose	Santa Clara
733	San Jose Medical Center	Cottle Rd.	San Jose	Santa Clara
734	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
737	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
738	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
739	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
740	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
741	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
742	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
743	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
744	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara

EXHIBIT A - Kaiser Covered Facilities

	Location Name	Building Address	City	County
745	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
746	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
747	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
748	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
749	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
750	San Jose Medical Center	Hospital Pkwy.	San Jose	Santa Clara
751	San Jose Medical Center	International Circle	San Jose	Santa Clara
752	San Jose Medical Center	International Circle	San Jose	Santa Clara
753	San Jose Medical Center	International Circle	San Jose	Santa Clara
754	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
778	Fairfield Medical Offices	Business Center Dr.	Fairfield	Solano
779	Fairfield Medical Offices	Gateway Blvd.	Fairfield	Solano
780	Vacaville Medical Offices	Quality Dr.	Vacaville	Solano
781	Vacaville Medical Offices	Quality Dr.	Vacaville	Solano
782	Vacaville Medical Offices	Quality Dr.	Vacaville	Solano
783	Vacaville Medical Offices	Quality Dr.	Vacaville	Solano
784	Vallejo Medical Center	Broadway	Vallejo	Solano
785	Vallejo Medical Center	Broadway	Vallejo	Solano
786	Vallejo Call Center	Broadway St.	Vallejo	Solano
787	Vallejo Call Center	Broadway St.	Vallejo	Solano
788	Vallejo Medical Center	N. Camino Alto, Apt. 46	Vallejo	Solano
789	Vallejo Medical Center	N. Camino Alto, Apt. 48	Vallejo	Solano
790	Vallejo Medical Center	N. Camino Alto, Apt. 50	Vallejo	Solano
791	Vallejo Medical Center	N. Camino Alto, Apt. 54	Vallejo	Solano
792	Vallejo Medical Center	N. Camino Alto, Apt. 56	Vallejo	Solano
793	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
794	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
795	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
796	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
797	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
798	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
799	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
800	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
801	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
802	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
803	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
804	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
805	Vallejo Medical Center	Sereno Dr.	Vallejo	Solano
806	Petaluma Medical Offices	Lakeville Hwy.	Petaluma	Sonoma

EXHIBIT A - Kaiser Covered Facilities

	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
823	Santa Rosa Mercury Way	Mercury Wy., Ste. 240	Santa Rosa	Sonoma
824	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
837	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

Exhibit B - TRASH Audit Protocol

- 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.

Exhibit B - TRASH Audit Protocol

- 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

Exhibit B - TRASH Audit Protocol

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

Exhibit B - TRASH Audit Protocol

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.

Exhibit B - TRASH Audit Protocol

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:

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Alameda County District Attorney SIMONA FARRISE BEST, Sr. Asst. Dist. Atty. CARLOS J. GUZMAN, Deputy District Attorney Consumer Justice Bureau (formerly CEWPD) 7677 Oakport Street, Suite 650 Oakland, CA 94621 Carlos.Guzman@acgov.org	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
San Bernardino County District Attorney STEPHANIE B. WEISSMAN, Deputy District Attorney 303 West 3 rd Street, 5 th floor San Bernardino, CA 92415 SWeissman@sbcda.org	San Mateo County District Attorney KENNETH MIFSUD, Deputy District Attorney In-Charge 400 County Center, 3 rd Floor Redwood City, CA 94063 KMifsud@smcgov.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 B - TRASH Audit Protocol

For KAISER:

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Exhibit C

Exhibit C – Programmatic Field Audit Protocol

- 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.
 - b. **AUDITOR.** The AUDITOR shall communicate with the Local Oversight Officer for each COVERED FACILITY to conduct the Programmatic Field Audit Protocols.

Exhibit C – Programmatic Field Audit Protocol

- i. 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

Exhibit C – Programmatic Field Audit Protocol

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.

Exhibit C – Programmatic Field Audit Protocol

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:

<p>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</p>	
<p>Alameda County District Attorney SIMONA FARRISE BEST, Sr. Asst. Dist. Atty. CARLOS J. GUZMAN, Deputy District Attorney Consumer Justice Bureau (formerly CEWPD) 7677 Oakport Street, Suite 650 Oakland, CA 94621 Carlos.Guzman@acgov.org</p>	<p>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</p>
<p>San Bernardino County District Attorney STEPHANIE B. WEISSMAN, Deputy District Attorney 303 West 3rd Street, 5th floor San Bernardino, CA 92415 SWeissman@sbcda.org</p>	<p>San Mateo County District Attorney KENNETH MIFSUD, Deputy District Attorney In-Charge 400 County Center, 3rd Floor Redwood City, CA 94063 KMifsud@smcgov.org</p>

Exhibit C – Programmatic Field Audit Protocol

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For KAISER:

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Exhibit D

EXHIBIT D -- CIVIL PENALTIES

Agency	Civil Penalties Health and Safety § 17200 Penalties	Civil Penalties Health and Safety § 25500 Penalties	Total of Civil Penalties Paid to Agencies
Alameda Co. District Attorney's Office	\$ 7,504,000.00	\$ ---	\$ 7,504,000.00
California Attorney General ¹	\$ 7,504,000.00	\$ ---	\$ 7,504,000.00
Riverside Co. District Attorney's Office	\$ 100,000.00	\$ ---	\$ 100,000.00
San Bernardino Co. District Attorney's Office	\$ 7,404,000.00	\$ ---	\$ 7,404,000.00
San Francisco Co. District Attorney's Office	\$ 2,764,000.00	\$ ---	\$ 2,764,000.00
San Joaquin Co. District Attorney's Office ²	\$ 7,224,000.00	\$ ---	\$ 7,224,000.00
San Mateo Co. District Attorney's Office	\$ 349,000.00	\$ ---	\$ 349,000.00
Santa Clara Co. Dept. of Environmental Health, Haz Mat Compliance Div.	\$ ---	\$ 100,000.00	\$ 100,000.00
Yolo Co. District Attorney's Office	\$ 4,464,000.00	\$ 100,000.00	\$ 4,564,000.00
Total Civil Penalties	\$ 37,313,000.00	\$ 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."

¹ 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.

² Business and Professions Code section 17200 Penalties shall be paid to the "Treasurer of San Joaquin County."

Exhibit E

EXHIBIT E - SUPPLEMENTAL ENVIRONMENTAL PROJECTS¹

Agency	Total Amount
Craig Thompson Environmental Protection Prosecution Fund	\$ 1,000,000.00
California CUPA Forum (to fund scholarships for attendance and participation at the annual CUPA Conference)	\$ 1,850,000.00
Western States Project (training for California Environmental Prosecutors)	\$ 200,000.00
Western States Project (training consistent with WSP objectives)	\$ 125,000.00
California Hazardous Materials Investigators Association (CHMIA)	\$ 300,000.00
California Advanced Environmental Criminal Training Program (Cal-AECTP) w/CHMIA	\$ 300,000.00
California Specialized Training Institute (w/CHMIA)	\$ 50,000.00
Cal EPA - Environmental Enforcement and Training Account (PC§14300)	\$ 300,000.00
California CUPA Target Training Funding - Los Angeles City	\$ 100,000.00
California CUPA Target Training Funding - San Bernardino County	\$ 100,000.00
California CUPA Target Training Funding - San Joaquin County	\$ 100,000.00
California CUPA Target Training Funding - Yolo County	\$ 100,000.00
San Joaquin County Environmental Health Department - Environmental Health Division Trust	\$ 280,000.00
Yolo County Central Landfill - HW Load Check Program	\$ 100,000.00
Total SEPs	\$ 4,905,000.00

EXHIBIT E - SUPPLEMENTAL ENVIRONMENTAL PROJECTS¹

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.**²

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.

EXHIBIT E - SUPPLEMENTAL ENVIRONMENTAL PROJECTS¹

5. California Hazardous Material Investigators Association (CHMIA).²

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.²

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).²

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.

EXHIBIT E - SUPPLEMENTAL ENVIRONMENTAL PROJECTS¹

8. Environmental Enforcement and Training Account.²

KAISER shall provide the amount of Three Hundred Thousand Dollars (\$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.

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.

EXHIBIT E - SUPPLEMENTAL ENVIRONMENTAL PROJECTS¹

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.

KAISER shall provide the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the Yolo County Central Landfill to enhance the existing load check program at the Yolo County Central Landfill.

¹ 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."

² 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.

Exhibit F

EXHIBIT F -- COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 705,000.00
California Attorney General ¹	\$ 1,232,000.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 1,000.00
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 ²	\$ 577,000.00
San Mateo Co. District Attorney's Office	\$ 22,000.00
Yolo Co. District Attorney's Office ³	\$ 665,000.00

Total Costs **\$ 4,832,000.00**

¹ 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.

² 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.

³ 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

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.

I. 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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Exhibit G - KAISER Supplemental Environmental Compliance Measures for California

For KAISER:

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