



Company Name: TOWN OF LOS GATOS

Date: February 2, 2026

Corporate Address: 110 E Main St	City, State: Los Gatos, CA	Zip: 95030
Primary Contact: Vilcia Rodriguez	Email: vrodriguez@losgatosca.gov	Phone: (408) 399-5743
		Fax: (408) 395-8640
Alternate Contact: Mary Blekh	Email: mblekh@losgatosca.gov	Phone: (408) 399-5739
		Fax: (408) 395-8640
Billing Address: 110 E Main St	City, State: Los Gatos, CA	Zip: 95030
Billing Contact: Mary Blekh	Email: mblekh@losgatosca.gov	Phone: (408) 399-5739
		Fax: (408) 395-8640

Re: Letter of Agreement for Occupational Health and Safety Services between The Permanente Medical Group, Inc. and TOWN OF LOS GATOS

Dear Chris Constantin,

Through a series of meetings, TOWN OF LOS GATOS and The Permanente Medical Group, Inc. ("TPMG") have reached an agreement regarding TPMG's provision of occupational health and safety services to TOWN OF LOS GATOS. The purpose of this letter is to set forth that agreement.

TPMG, through its Occupational Health Centers collectively known as Kaiser Permanente On-the-Job, will provide occupational health and safety services, as requested by TOWN OF LOS GATOS. This letter does not obligate TOWN OF LOS GATOS to utilize TPMG services, but it does set forth applicable prices and conditions of such services when elected by TOWN OF LOS GATOS.

What TPMG Will Do For TOWN OF LOS GATOS

TPMG physicians and other practitioners will provide services for TOWN OF LOS GATOS's current or prospective employees, contractors, and volunteers (hereinafter "workers/applicants") as requested by TOWN OF LOS GATOS. The prices for such services are listed in Schedule A, attached to this letter of agreement. TPMG will complete appropriate documentation of those services. If further tests or other services are required, TPMG will notify TOWN OF LOS GATOS. TPMG shall submit a monthly invoice to TOWN OF LOS GATOS for services rendered during the previous month.

TOWN OF LOS GATOS's Obligations

If and when TOWN OF LOS GATOS determines to send prospective workers/applicants to TPMG for services, TOWN OF LOS GATOS will specify the services to be performed by TPMG. TOWN OF LOS GATOS agrees to pay TPMG for services rendered within 30 days after receipt of the invoice.

General Provisions of This Letter of Agreement

This letter of agreement is effective as of 8/1/2025 and will be in force for the period of 8/1/2025 through 7/31/2026 and for consecutive 12-month periods thereafter. All terms of this letter of agreement, including payment obligations and liability provisions, are effective as of 8/1/2025, regardless of the date the letter of agreement was executed by the Parties. This letter of agreement can be terminated by either party subject to written communication of that termination to the other party; such termination shall be effective 30 days from the notice of the terminating party. This letter of agreement replaces any previous agreements between TPMG and TOWN OF LOS GATOS with respect to the subject matter hereof and will control the relationship between TPMG and TOWN OF LOS GATOS until it is terminated, amended or replaced.

TPMG reviews its prices for occupational health and safety services on a yearly basis. If TPMG determines to change its prices, it shall notify TOWN OF LOS GATOS of any price changes at least 45 days prior to the effective date of the change.

With respect to professional services under this agreement, TPMG shall indemnify, hold harmless, release and defend TOWN OF LOS GATOS, its officers, directors, agents, volunteers, and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including reasonable attorney's and expert fees and witness and litigation costs that may be asserted by any person or entity, including TPMG, its officers, agents, employees and/or subcontractors, arising out of negligent acts or willful misconduct of TPMG in connection with this agreement, but excluding: (1) liabilities due to the sole negligence or willful misconduct of TOWN OF LOS GATOS, its officers, agents, employees or volunteers and (2) any liability arising as a result of an employment-related dispute (including but not limited to a lawsuit by a worker/applicant of TOWN OF LOS GATOS for employment or other discrimination based on results of TPMG services, a lawsuit by a worker/applicant of TOWN OF LOS GATOS alleging breach of an employment or other statute or regulation, etc.).

INSURANCE

1. **Minimum Scope of Insurance:**
 - a. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - c. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
 - d. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
2. **General Liability:**
 - a. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant.

- b. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or agents shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or agents.
 - d. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. All Coverages. Each insurance policy required in this item shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town unless replaced by similar or superior coverage. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
4. Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
5. Self Insurance. Such insurance may include alternative risk management programs, including self-insurance or a combination of self-insurance and insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement.

Miscellaneous

This Agreement will be governed in accordance with the laws of the State of California without reference to conflict of laws principles. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed an original and all together constitute and be one of the same instrument. The Parties agree that an electronic signature or a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties will be deemed an original and will represent competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce an original, executed counterpart of this Agreement, and without the requirement that the unavailability of such original executed counterpart of this Agreement first be proven. Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. This Agreement contains the complete understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included. All Exhibits to this Agreement are incorporated into this Agreement by this reference. No changes, amendments, cancellation, or modification to this Agreement will be effective unless signed by duly authorized representatives of both Parties.

Please indicate your agreement with the terms of this Agreement by signing the enclosed copy of this Agreement and returning it to Juliana P. Fisher via DocuSign.



The Permanente Medical Group, Inc.

Medical Director,
Occupational Health and
Safety Services, KPOJ-
NCAL:

Amanpreet Dhillon, MD

Signature:

Date:

TOWN OF LOS GATOS

Company
Representative:
Signature:

Chris Constantin

Date:

Title:

Town Manager

LOA Created By:

Juliana P. Fisher

LOA Creation Date:

January 28, 2026

Schedule A
OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO TOWN OF LOS GATOS

Services will be provided to TOWN OF LOS GATOS as follows:

Billing Code	Description of Services	Cost of Services
PREPLACEMENT EXAM (PP1)		
300388	Preplacement Physical Exam	\$65.00
As Employer Requested:		
86580	PPD, 1 step, placement and reading	\$20.00
As Clinically Indicated:		
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
PREPLACEMENT EXAM (PP2)		
300388	Preplacement Physical Exam	\$65.00
300422	PPD, 2 step, 2 placements and readings	\$30.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	\$20.00
36415	Venipuncture	\$15.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A Antibody, Total	\$40.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00

300408	Physician consultation, each 15 minutes	\$64.00/15 mins
PREPLACEMENT EXAM (PP3)		
300388	Preplacement Physical Exam	\$65.00
As Employer Requested:		
300415	Respirator Med Clearance/OSHA	\$35.00
300410	Respirator Fit Test, qualitative	\$41.00
92552	Audiogram, screening	\$54.00
As Clinically Indicated:		
36415	Venipuncture	\$15.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90715	Vaccine: Tdap	\$63.00
94010	Spirometry	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
71046	Chest X-Ray, 2 views	\$75.00
300408	Physician consultation, each 15 minutes	\$64.00/15 mins
POLICE/SHERIFF PREPLACEMENT EXAM (POSTPP)		
300399	POST Physical Exam	\$127.00
92552	Audiogram, screening	\$54.00
94010	Spirometry	\$60.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
86580	PPD, 1 step, placement and reading -OR-	\$20.00
86480	QuantiFERON	\$145.00
80053	Chem Comprehensive Panel	\$41.00
85025	CBC with automated differential	\$20.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86704	Titer: Hepatitis B Core Antibody (HBcAb)	\$31.00
86803	Titer: Hepatitis C Antibody Screen	\$56.00
86708	Titer: Hepatitis A Antibody, Total	\$40.00
36415	Venipuncture	\$15.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection

90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00
81001	Urinalysis with microscopy	\$16.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
75571	Cardiac calcium scoring CT scan	\$265.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
PUBLIC SAFETY DISPATCHER PREPLACEMENT EXAM (DISPATCH)		
300388	Preplacement Physical Exam	\$65.00
92552	Audiogram, screening	\$54.00
As Employer Requested:		
86580	PPD, 1 step, placement and reading -OR-	\$20.00
86480	QuantiFERON	\$145.00
As Clinically Indicated:		
36415	Venipuncture	\$15.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
RESPIRATOR BASELINE / PERIODIC (RESP)		
300415	Review of OSHA Respirator Questionnaire by MD/NP/RN	\$35.00
As Employer Requested:		
300410	Respirator Fit Test, qualitative	\$41.00
As Clinically Indicated:		
300391	Respirator Clearance Physical Exam	\$64.00
94010	Spirometry	\$60.00
71046	Chest X-Ray (2 views)	\$75.00
93000	EKG, resting	\$50.00

93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
AUDIOGRAM (AUDIO)		
92552	Audiogram, screening	\$54.00
As Clinically Indicated:		
300408	Physician Consultation, each 15 minutes	\$64.00/15 mins
DMV/DOT EXAM (DMV/DOT)		
300390	DMV/DOT Physical Exam	\$115.00
As Clinically Indicated:		
92552	Audiogram, screening	\$54.00
VACCINATION ONLY (VAX)		
300406	History/Review of Tests/Brief Screen - No Physical Exam	\$42.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B, may need series of 3 injections	\$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	\$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	\$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	\$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	\$152.00/injection
90715	Vaccine: Tdap	\$63.00
90658	Vaccine: Influenza (when seasonally available)	\$20.00
LABORATORY ONLY (LAB)		
300406	History/Review of Tests/Brief Screen - No Physical Exam	\$42.00
36415	Venipuncture	\$15.00
As Clinically Indicated:		
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	\$35.00
86708	Titer: Hepatitis A Antibody, Total	\$40.00
86735	Titer: Mumps Antibody Screen	\$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	\$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	\$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	\$35.00

TB CLEARANCE PPD/QUANTIFERON (PPD/TB CLEARANCE)		
86580	PPD, 1 step, 1 placement and reading -OR-	\$20.00
86480	QuantiFERON	\$145.00
As Clinically Indicated:		
36415	Venipuncture	\$15.00
300422	PPD, 2 step, 2 placements and readings	\$30.00
71045	Chest X-Ray, 1 view	\$55.00
71046	Chest X-Ray, 2 views	\$75.00
99211	Brief encounter with non-MD Provider (PPD-Review of Symptoms Form)	\$25.00

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

Based on its health screening/physical examination of a job applicant/employee, TPMG will advise TOWN OF LOS GATOS of the following: a) the applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety, and b) changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. TPMG will make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of TOWN OF LOS GATOS to determine what modifications are available and reasonable.

To the extent that other conditions are identified, TPMG will also: a) notify the worker/applicant of any medical condition, identified during the limited medical evaluation that TOWN OF LOS GATOS requested, that TPMG believes requires further attention, and recommend that the employee/applicant seek care from his or her personal provider and b) upon authorization of the employee/applicant, TPMG will inform the worker/applicant's personal medical provider by transmitting copies of the medical records created during the visit.

TPMG will maintain a medical record for each individual that will contain records of employer requested services in addition to past, present and future services requested by the employee/applicant.