

SERVICES AGREEMENT
Between
Samaritan Pacific Health Services, Inc.
And
City of Newport

This Services Agreement (the "Agreement") is entered into by and between SAMARITAN PACIFIC HEALTH SERVICES, INC. ("Provider"), an Oregon nonprofit corporation, and CITY OF NEWPORT ("Employer").

1. *Purposes:* Provider will provide health care services to employees of Employer. These health care services include: Health Screenings (the "Services") by the Provider Affiliates listed under Attachment A.
2. *Reimbursement:* All Services provided by Provider shall be reimbursed as set forth in Attachment B. Provider shall provide an invoice of Services to Employer within 365 days from date of service and Employer shall pay Provider within thirty days of such invoice. Recoupment of over/underpayments by either party shall be limited to one year from the date of service.
3. *Indemnification:* The parties shall each be responsible for their own respective acts, and those of their officers, agents and employees. Provider shall hold harmless, indemnify, and defend Employer, its officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with Provider's performance of its responsibilities described in this Agreement. Such indemnification shall also cover claims brought against Employer under state or federal workers' compensation laws by any of Provider's employees. Employer shall hold harmless, indemnify, and defend Provider, its officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with Employer's performance of its responsibilities described in this Agreement.
4. *Term:* This Agreement is effective May 1, 2016 and shall continue in effect until April 30, 2017.
5. *Termination:* This Agreement may be terminated at any time by either party without cause with sixty (60) days written notice to the other party.
6. *Compliance with Laws:* The parties represent and warrant to each other that they will, at all times, be in compliance with all applicable federal, state and local laws, including all laws and regulations governing the use and disclosure of confidential medical records and information.

7. *Confidentiality*: The financial terms of this Agreement are confidential and proprietary information. The parties agree to use its best efforts to maintain the confidentiality of such information and to safeguard such information against loss, theft, or other inadvertent disclosure. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

8. *Entire Agreement*: This Agreement supersedes any prior agreements, promises, negotiation, or representations, either oral or written, relating to the subject matter of this Agreement.

9. *Governing Law and Venue*: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with Oregon law and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

10. *Notice of Material Breach*: A breach of any provision of this Agreement can constitute cause for immediate termination upon notice of material breach. The notice shall specify the breach or deficiency underlying the cause for termination. The breaching party shall have ten (10) calendar days from the receipt of such notice to cure the breach or deficiency to the other party's satisfaction (the "Cure Period"). If the breaching party fails to cure the breach or deficiency to the other party's satisfaction within the Cure Period or if the breach or deficiency is not curable, the Agreement shall terminate at the end of the Cure Period.

EMPLOYER
City of Newport

PROVIDER
Samaritan Pacific Health Services, Inc.

Ted Smith ACM
Signature


Signature

Ted Smith ACM
Name

Daniel B. Smith
Name

Acting City Manager
Title

Chief Financial Officer/CFO

3/31/16.
Date

3/31/16
Date

Approved as to Form


City Attorney

**ATTACHMENT A
PROVIDER AFFILIATES**

FACILITY
SAMARITAN PACIFIC HEALTH SERVICES, INC.

TAX ID#
93-1329784

**ATTACHMENT B
RATE**

Lipid Panel w/Glucose	\$23.10 each
Draw Charge	\$0.00