

SAMARITAN OCCUPATIONAL MEDICINE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and effective this 13th day of May 2019, by and between Good Samaritan Hospital Corvallis dba Samaritan Occupational Medicine, an Oregon nonprofit, public benefit corporation ("Samaritan") and The City of Newport, an Oregon municipal corporation. ("City")

This Agreement is made with reference to the following facts:

RECITALS

A. Samaritan employs physician(s) licensed to practice occupational medicine in the State of Oregon and related personnel ("Providers") who are qualified to provide occupational medicine services to City.

B. City desires to enter into an agreement with Samaritan to provide occupational medicine services as an independent contractor of City.

C. Samaritan desires to provide the Services to City that are reasonable and necessary for City to accomplish its business purpose, on the terms and conditions set forth in this Agreement.

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

1. **Term.** The term of this Agreement shall begin on May 20, 2019 ("Start Date") and shall continue until December 31, 2019, unless earlier terminated as provided herein. This Agreement shall automatically renew on each succeeding year, beginning on January 1st, for a period of one year unless either party terminates this Agreement under **Section 2**.

2. **Termination.**

2.1 Either party may terminate this Agreement, with or without cause, prior to the initial or any renewal term expiration date by giving thirty (30) days written notice of such termination to the other party.

2.2 Samaritan may terminate this Agreement for material default of City, including, but not limited to non-payment, if after receipt of written notice from Samaritan, City fails to correct or take appropriate steps to correct such default within 10 calendar days.

2.3 In the event of such termination, City shall compensate Samaritan the amount then due and owing as of the date of termination, in accordance with the terms contained in Section 5 of this Agreement.

3. **Duties and Responsibilities of Samaritan**

3.1 In the performance of the Services, it is understood that Samaritan is at all times acting and performing as an independent contractor who's Providers will be performing the Services for City and nothing in this Agreement shall be construed to create an employer/employee relationship between Samaritan and City. Samaritan's Providers shall not be considered employees of City and shall not be covered by, or entitled to, City employee benefits of any kind under this Agreement.

3.2 Samaritan and its Providers will provide the Services described in **EXHIBIT A**, Statement of Work (attached and incorporated by this reference) as requested by City.

3.3 Samaritan shall report results to City's assigned Representative or Alternate as detailed in **EXHIBIT A**.

3.4 Samaritan and its Providers shall not unlawfully discriminate on the basis of race, color, gender, age, religion, national origin, marital status, sexual orientation, disability or veteran's status in providing the Services under this Agreement.

4. **Duties and Responsibilities of City.**

4.1 As applicable, City will provide Samaritan with current policies or protocols relative to the Services being provided.

4.2 City has designated a Representative and an Alternate, as noted in **EXHIBIT A**, to whom Samaritan will report test results and/or other information as required. City agrees to notify Samaritan of any personnel changes as required.

5. **Compensation.** City shall pay Samaritan as described in **EXHIBIT A**, Fee Schedule, attached and incorporated by this reference. Samaritan shall complete and submit to City a monthly invoice for services performed the previous month. Invoices shall include the Services provided to City. City shall pay Samaritan no later than the 30th of the following month for the Services provided by Samaritan in the preceding month. Payment shall be sent to:

Samaritan Occupational Medicine
PO Box 1189
Corvallis, OR 97339-1189

6. **Qualifications.** Samaritan's Providers shall at all times be qualified, professionally competent, and, as applicable, duly licensed in the State of Oregon.

7. **Insurance.** During the term of this Agreement, both parties shall maintain general commercial and professional liability insurance providing coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon request, a party

EXHIBIT A

STATEMENT OF WORK

Representative: Name: <u>Barb James</u> Phone: <u>541-574-0604</u> Email: <u>b.james@newportoregon.gov</u>	Alternate: Name: <u>Melanie Nelson</u> Phone: <u>541-574-0603</u> Email: <u>m.nelson@newportoregon.gov</u>
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Drug Screen / Breath Alcohol Screen

Samaritan will follow Department of Transportation ("DOT") rules and regulations for all drug screen/breath alcohol screen services requested for DOT collection.

Samaritan will follow City rules and regulations for all drug screen/breath alcohol screen services requested for non-DOT collection.

If Samaritan does not have the City protocol on file or cannot reach the City Representative or their Alternate, DOT rules and regulations will be followed.

Services and Fee Schedule

Service	Fee
Drug Screen	36.00
MRO on all non-negative results	25.00
Employment physical	125.00
Audiogram	23.00
Respirator Questionnaire	30.00
Spirometry	50.00
Hepatitis B Titer	44.00
Hepatitis C Antibody	59.00
PPD	22.00
Respirator Clearance Exam	30.00
CBC w/out Diff	35.00

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate effective on the date set forth in the Agreement.

SAMARITAN

By: _____

Its: Ryan Combs
Authorized Representative

Date: _____

CITY

By: 

Its: City Manager

Date: 07-15-19

Address: 169 SW Coast Hwy
Newport Oregon
97365

Approved as to Form



City Attorney

shall provide the other party with a certificate evidencing such insurance coverage, which certificate shall provide the other party shall receive at least thirty (30) days prior written notice before any change or cancellation of such insurance coverage shall be effective.

8. **Mutual Indemnification.** Each party shall indemnify, defend and hold harmless the other party (including either's officers, agents and employees) from any and all actions, claims, liens, losses, expenses, including court costs and attorney fees, charges and liabilities for the indemnifying party's direct negligence arising, or growing out of the performance, malperformance and/or nonperformance by such indemnifying party of any part of this Agreement. Nothing herein is intended as a creation or as an assumption of liability by one party for the acts of the other party, or said other party's agents, assigns, or as an agreement to indemnify said other party for said liability.

9. **Electronic Medical Record.** City authorizes Samaritan to release medical information ("Information") generated relative to the Services provided under this Agreement, into Samaritan's electronic health record ("EHR"). City acknowledges that this Information will be accessible to the patient via Samaritan's Patient Portal. City further understands and acknowledges that this Information will be permanently stored in Samaritan's EHR and upon termination of this Agreement for any reason, the Information cannot and will not be removed from Samaritan's EHR system.

10. **Entire Agreement, Amendment, and Assignment.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. Any prior oral or written agreements, representations, warranties or understandings between the parties are superseded herein. No modification or amendment to this Agreement or waiver of any of its provisions shall be valid unless in writing and signed by an authorized representative of the parties.

11. **Access to Books and Records.** The Comptroller General of the United States, HHS and their duly authorized representatives shall have access to Samaritan's contracts, books, documents and records related to this Agreement necessary to verify the nature and extent of the costs of services provided by Samaritan and included in the City's cost report and for four (4) years after the Services are furnished. Access shall be provided in accordance with the provisions of Public Law 96-499, the Omnibus Reconciliation Act of 1980. The Comptroller General, HHS and their duly authorized representatives shall also have similar access to such contracts, books, documents and records as are subject to Section 1861(V)(1)(I)(i) & (ii) of the Social Security Act pertaining to any subcontract between Samaritan and any organization related to Samaritan if that subcontract involves the provision of services with a value in excess of \$10,000

12. **Governing Law.** 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.

(signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate effective on the date set forth in the Agreement.

SAMARITAN

By: 

Ryan Combs

Its: Authorized Representative

Date: 7/22/19

CITY

By: 

Its: City Manager

Date: 07-15-19

Address: 169 SW Coast Hwy

Newport Oregon

97365

Approved as to Form



City Attorney

