

Service Agreement

THIS AGREEMENT is entered into by and between Tooele Hospital Corp d/b/a Mountain West Worx - Occupational Health Services ("Worx") and d/b/a Mountain West Medical Center ("Hospital") and Tooele County ("Employer"), effective June 12, 2007.

WHEREAS, Employer desires to utilize Worx for risk management and screening services for its employees to reduce and prevent the incidence of work related illness and injury among its workforce and for the treatment and rehabilitation of injuries that do occur, and

WHEREAS, Employer desires to have access to the Hospital Emergency Department for the care and treatment of employment related injuries to its employees during hours in which the Worx clinic is not open; and

WHEREAS, Worx wishes to provide such services, and Hospital is willing to provide such access according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises, it is mutually agreed by the parties as follows:

I. WORX RESPONSIBILITIES

I.1. Injury Care Services. For the purposes of this Agreement, "Injury Care Services" include triage, diagnostic and medical care provided to Employer's covered employees for treatment of non-emergent injuries or illnesses which occur in the course of the employees' work, and which are reimbursed under the Utah Labor Commission's Medical Fee Guidelines. For purposes of this Agreement, Injury Care Services shall only include such non-emergent services as are provided in the Worx clinic during regular clinic hours or in the Hospital Emergency Department ("ED") during non-clinic hours, as set forth herein. All services performed by Hospital for work related injuries or sickness and (i) provided in the Hospital ED during regular clinic hours, (ii) related to any emergent condition, or (iii) not reimbursable under the Utah Labor Commission's Medical Fee Guidelines, are not covered by this Agreement and shall be billed to the applicable payer at the Hospital's usual ED rates.

I.2. Risk Management/Screening Services. "Risk Management/Screening Services" are those services selected by Employer to be provided in the Worx clinic and specified in Section 1.2.X below, in an effort to prevent disease and injury of/to the employee(s) of the Employer. These services may be amended at any time by the Employer or Worx on thirty days prior written notice to the other. Risk Management/Screening Services and Injury Care Services may be referred to collectively hereunder as "Services".

I.2.1. Employer Specified Services. The Employer has requested the following Risk Management/Screening Services be provided by Worx:

I.2.1.1. ~~Worksite Risk Management/Screening service~~

I.2.1.2. ~~Worksite Risk Management/Screening service~~

I.2.1.3. [Requested Risk Management/Screening service]

I.2.1.4. [Requested Risk Management/Screening service]

- I.3. Case Management. Every effort shall be made by the Worx staff to assist the Employer in the efficient and timely care and management of injured employees. Worx staff shall provide timely communication to employer (consistent with and subject to all applicable laws) regarding employee injury information, treatment plan and fitness to return to work. Worx staff shall provide each employee a written discharge summary after each visit and coordinate all referrals and authorizations with insurance providers.

II. EMPLOYER RESPONSIBILITIES

- 2.1. Referral For Injury Care Services. In the event that the Employer requests Injury Care Services for a non-emergent employee injury, the Employer shall refer the employee directly to the Worx clinic for initial care if during Worx regular clinic hours. The Employer shall endeavor to notify the Worx clinic in advance of the arrival of the patient at the Worx clinic in an effort to ensure timely and efficient care of the injured employee. For purposes of this Agreement, Worx regular clinic hours are Monday through Friday 8:00 am until 5:00 pm. **During non-clinic hours, or in the event of an accident or injury requiring emergent care, the employee is to report directly to the Emergency Department of the Hospital. WHEN IN DOUBT ABOUT WHETHER AN EMERGENT CONDITION EXISTS, THE EMPLOYEE SHOULD BE BROUGHT INITIALLY TO THE HOSPITAL EMERGENCY DEPARTMENT FOR AN INITIAL MEDICAL SCREENING EXAM.** If appropriate, the employee will be transferred to the Worx clinic for further care.
- 2.2. Timeliness Of Injury Reporting. Employer shall promptly (within 72 hours of the injury) report injuries to their Worker's Compensation Insurance/Third Party Administrator to facilitate the timely acquisition of an injury claim number. This is imperative for timely and accurate processing of claims.
- 2.3. Company Profile. Employer will submit an accurate and complete Company Profile ("Profile") to Worx to ensure Employer specified services are preformed, and proper contact and administrative information is recorded and on file with Worx. *This Agreement will not be in effect until Worx has receipt of the completed profile and all parties have signed this Agreement.*

III. COMPENSATION

- 3.1. Payment for Injury Care Services. Worx will bill Employer's Workman's Compensation Insurance Carrier ("Carrier") for Injury Care Services performed in the Worx Clinic or in the Hospital ED pursuant to this Agreement as directed by and as a convenience for Employer, provided, however, that Employer shall ultimately be financially responsible for all Services performed by Worx or Hospital hereunder. Reimbursement for all Injury Care Services in the Worx clinic (or Hospital ED after regular clinic hours) shall be at the Utah Labor Commission's Medical Fee Guideline schedule. Employer shall endeavor to have paid, or to pay, all such claims within sixty (60) days of receipt. If a claim filed with Employer's Carrier remains outstanding for more than sixty (60) days following submission of the Claim to such Carrier, Employer shall be responsible for paying the same within the thirty (30) days following notice from Worx of the delinquency. Claims for non-emergent Injury Care Services performed in the Hospital ED during non-clinic hours paid more than thirty (30) days after receipt by Employer (or Employer's representative) of such notice shall be payable at the Hospital's usual and customary charge for ED services.
- 3.2. Payment for Risk Management/Screening Services. The Employer shall reimburse Worx for Risk Management and Screening services preformed in the Worx clinic. Payment shall be in

accordance with the Worx fee schedule. Employer shall endeavor to pay all claims within thirty (30) days of receipt.

- 3.3. Scope of Practice. Injuries that require emergent treatment or treatment beyond the scope of normal Worx Injury Care Services, i.e., high acuity/risk injuries, injuries requiring patient admission or transfer, or that require treatment in the ED even during normal Worx clinic hours, take place outside the intent and scope of this Agreement. Hospital may bill and collect full charges for such services, consistent with the constraints of the Utah Labor Commission's Medical Fee Schedule.

IV. TERM AND TERMINATION

- 4.1. Term. This Agreement shall be effective as of June 12, 2007 and shall continue for a term of one (1) year from that date. The agreement shall be automatically renew for one - year periods thereafter unless either party notifies the other of it's intent to terminate this Agreement at least sixty- (60) days prior to the end of the current term.
- 4.2. Termination Without Cause. Either party may terminate this Agreement, with or without cause, at any time upon sixty- (60) days' prior written notice to the other party.
- 4.3. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this 12th day of June, 2007.

EMPLOYER:

By: Colleen Johnson
Title: Commission Chair
Address: 478 MAIN
TOOELE, UT 84074

WORX:

Tooele Hospital Corporation
d/b/a Mountain West Medical Center
d/b/a Mountain West Worx - Occupational
Health Services

By: [Signature] 6/19/07
Charles A. Davis, CEO
Address: 2055 N Main
Tooele, UT 84074-2794

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK

