



PROVIDER SERVICE AGREEMENT

THIS AGREEMENT, is made and entered into effect on March 1, 2023, by and between Tooele Valley Imaging, LLC DBA First Choice Imaging, LLC (the "Provider") and the Tooele County Detention Center.

WHEREAS, Provider is engaged in providing access to certain services, which may include but not necessarily limited to, Diagnostic Imaging Services:

WHEREAS, The Tooele County Detention Center desires to retain Provider in the capacity described herein to provide access to services on behalf of Tooele County to its Customers.

NOW, THEREFORE, in consideration of the payment of compensation provided herein and of the mutual promises of the parties set forth herein, The Tooele County Detention Center and Provider agree as follows:

1. ENGAGEMENT. Tooele County Detention Center hereby retains Provider to perform services on behalf of Tooele County Detention Center inmates from time to time as described in separate schedules attached or to be attached hereto. Provider hereby agrees to perform such services in accordance with the terms and conditions set forth in such schedules. These engagements/ assignments shall be on a case by case basis, referred by Tooele Detention Center staff/Doctors.
2. DUTIES OF PROVIDER. Provider shall provide access to services on behalf of Tooele County Detention Center inmates, claimants and Providers as outlined in **Attachment "B"** of this agreement. Billing for services shall be in an emailed invoice format. Provider agrees all invoicing will be submitted for payment on last day of each month.
3. COMPLIANCE WITH LAWS. Provider shall fully comply with all laws, rules and regulations that may be applicable to the subject matter of this Agreement and the duties which Provider has agreed to undertake herein, including but not limited to those duties described and/or defined in any attachments or addendums to this Agreement. Provider further agrees to hold Tooele County Detention Center harmless for any damages resulting directly or indirectly from any Providers violations of any laws or regulations and/ or breach of Provider's obligations under this Agreement and/or any breach by sub- Providers to the Provider.
4. COMPENSATION. The Tooele County Detention Center shall be responsible for payment of bills as result of referral and authorization of service made by The Tooele County Detention Center. Provider will submit a monthly invoice including a list of services rendered, with the itemized charges and supporting documentation to The Tooele County Detention Center for the authorized services. Provider agrees to bill services using the agreed upon billing format. Provider reimbursement will be set forth in Exhibit A in this Agreement. The Tooele County Detention Center will reimburse Provider within Thirty (Net 30) calendar days following receipt of each Emailed Invoice as stated in this Agreement or within the timeframe designated by applicable state law. Provider agrees to accept rates set forth in this Agreement as payment in full for any and all referrals to Provider should so long as the payor entity is one of Tooele County Detention Center inmates. Should a state or jurisdiction adopt a fee schedule that has significant impact on this pricing agreement (greater than 10%), the parties have the right to renegotiate pricing at that time.



5. **TERM.** Unless earlier terminated in accordance with the provisions of this Agreement, this Agreement shall be effective for **two (2) years commencing on _____ and shall be renewed automatically for a period of (1) year upon each anniversary of the effective date without the necessity of notice of action by either party;** however, unless termination is requested by either party to the Agreement as provided in paragraph 10 of this agreement.

6. **SUBCONTRACTS.** Provider may subcontract services to be provided by Provider under this Agreement, provided that Provider shall remain solely and absolutely liable for the performance of services under this Agreement, whether or not such services are actually performed by Provider or a third party. All sub Providers shall meet all requirements and standards imposed on Provider under this Agreement. Costs of any subcontract shall be the sole responsibility of Provider and Provider agrees to defend and indemnify Tooele County Detention Center from any claims arising from Provider's use of third parties.

7. **RELATIONSHIP BETWEEN PARTIES.** It is agreed and understood that Provider shall perform services under this Agreement as an independent Provider and no partnership, employment or other relationship shall be deemed to exist between Tooele County Detention Center and Provider.

8. **AVAILABILITY OF FILES AND RECORDS.** Provider shall maintain, for a minimum period of three (3) years (or longer as required by prevailing law), any reports, studies, records, materials, files, or other documents obtained and maintained by Provider in connection with services performed under this Agreement. Such materials shall be available for inspection and/or copying by Tooele County Detention Center, upon request at any reasonable time during the time such materials are required to be maintained by Provider. Provider shall not use or permit such documentation to be used, for any purpose other than performance of its obligations under this agreement, without prior written consent of Tooele County Detention Center. Provider shall comply with any written reasonable request of Tooele County Detention Center to provide information concerning Provider's performance under this Agreement.

9. **INDEMNIFICATION.**
 - a Tooele County Detention Center shall indemnify, defend and hold harmless Provider and its officers, employees and agents, from and against any and all liabilities, losses, damages and expenses, including reasonable attorneys' fees, resulting from, arising out of or incurred with respect to Tooele County Detention Center performance under this Agreement, except to the extent such liability, loss, damage or expense results from the Provider's breach of the terms of this Agreement or the negligence or misconduct of Provider.

 - b Provider agrees to indemnify, defend and hold harmless Tooele County Detention Center and its employees, agents and Providers, from and against any and all liabilities, losses damages and expenses, including reasonable attorney's fees, resulting from, arising out of or incurred with respect to a breach by Provider, as well as subcontracts addressed in paragraph 6 above, of its performance obligations under this Agreement or the negligence or misconduct of Provider or any of its officers, directors, employees, agents or Providers.

10. **TERMINATION**. Either party may terminate this Agreement, with or without cause, upon six months prior written notice. Either party may terminate this Agreement immediately in the event of a breach by the other party of any material provision of this Agreement if such breach is not cured within fifteen (15) days after receipt of written notice stating the reason or reasons for termination. Notwithstanding the foregoing, there shall be no right of cure upon any third notice of termination received by a party during any consecutive period of 36 months under this Agreement not less than thirty (30) days after the date of such notice. During the course of Provider's performance of services for an inmate, Tooele County Detention Center may terminate Provider's performance of services for such Inmate upon written notice at the request or demand of such Inmate as a result of the termination of the applicable contract between Tooele County Detention Center and the Provider, or any reason deemed necessary and appropriate by Tooele County Detention Center. Provider agrees to perform the services described in this Agreement, and applicable schedules, and shall not be entitled to terminate its performance of services under any schedule to this Agreement, without the consent of Tooele County Detention Center, except in the event Provider is prevented from performing the services by Acts beyond the control of Provider such as Acts of God, as contemplated under this Agreement.
11. **USE OF NAME**. Provider may identify itself as a "Tooele County Detention Center Provider" in all written communication and documentation relating to services performed by Provider under this Agreement. Provider shall use "Tooele County Detention Center" only as expressly permitted in this Agreement. Nothing in this Agreement shall be deemed to grant any right, title or interest to Provider in "Tooele County Detention Center" except as expressly provided herein. Upon termination or expiration of this Agreement, for any reason, Provider shall immediately discontinue use of "Tooele County Detention Center" in any form or in any context except as may be expressly permitted by Tooele County Detention Center for the sole purpose of accommodating Provider's completion of services under this Agreement. Provider expressly agrees that it will not, during or after the term of this Agreement, adopt any business name, trademark, service mark or other designation that is a colorable imitation of or is likely to cause confusion with "Tooele County Detention Center".
12. **ASSIGNMENT**. The rights and obligations of Provider hereunder may be transferred to its successors and assigns.
13. **HEADINGS**. All paragraph headings of this Agreement are solely for reference and do not constitute binding or effective terms of this Agreement.
14. **WAIVER**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
15. **ENTIRE AGREEMENT; AMENDMENTS**. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all other agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be modified, altered or amended only by a written agreement signed by both parties.
16. **NOTICE**. Any notice required or permitted to be given under this Agreement shall be deemed given if in writing and sent by registered or certified mail, return receipt requested, to the following addresses:
 - a. **Tooele County Sheriff
ATTN: Medical**



1960 S Main St
Tooele UT 84074

b. First Choice Imaging, LLC
P.O. Box 6141
Logan, Utah 84341

17. **GOVERNING LAW.** This agreement shall be construed and enforced in accordance with the laws of the State of Utah.
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

Jan A. Weber
Signature (Sign & Print Name)

Signature (Sign & Print Name)

5/23/2023
Date

Date

APPROVED AS TO FORM:

Colin R. Winchester 05/08/2023
Colin R. Winchester
Deputy Tooele County Attorney



Attachment "A" Billing

Provider shall bill Tooele County Detention Center according to the then-current Medicaid Fee Schedule. The parties acknowledge that the Medicaid Fee Schedule shall be updated intermittently. All bills shall be delivered to the Tooele County Detention Center either by Provider or by Provider's billing contractor.



Attachment "B" Diagnostic Services

Performance Standards

- Include Age of Injury determinations on All Radiology Reports at no additional cost to Tooele County Detention Center. Example: Acute or Chronic
- Notify Tooele County Detention Center when inmate is rescheduled.
- Deliver reports within 1-3 days post study: Fax # 435.277.4230
- Re-reads done at no additional charge if there are any questions to the quality of the film or findings (when the original study is scheduled through provider)
- Consultations on radiological findings by radiologist at no additional charge (when the original study is scheduled through provider)

Reporting and Billing

- Billing shall be done on monthly basis via emailed invoice.