AMENDMENT TWO

AGREEMENT FOR PHYSICIAN MEDICAL DIRECTORSHIP OF THE
PEDIATRIC PULMONOLOGY DEPARTMENT
AND RELATED PROFESSIONAL SERVICES

THIS AMENDMENT is made and entered into as of this 17th day of February, 2009, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL") and Children's Lung Specialists, Craig Nakamura, M.D., Ltd (herein referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an Agreement entitled "Agreement For Physician Medical Directorship Of The Pediatric Pulmonology Department And Related Professional Services" dated March 21, 2005, (hereinafter referred to as "Agreement"); and

WHEREAS, Dr. Ruben Diaz, owner of Children's Lung Specialists passed away in 2005.

WHEREAS, on September 25, 2007, the parties entered into Amendment One changing the assignment of the agreement to Children's Lung Specialists, Craig Nakamura, M.D., Ltd.

WHEREAS, the parties desire to amend the Contract.

NOW, THEREFORE, the parties agree as follows:

1. Section II Provider's Obligations. Add the following subsection.

   2.16 Pediatric Cystic Fibrosis Clinic Scope of Work.
   a. Provider, through it Member Physicians and/or independent contractor physicians, shall provide professional medical services to Hospital's Cystic Fibrosis Clinic every Wednesday of each month between the hours of 7:30 a.m. and 6:00 p.m. Patient wait times to be seen within the Adult or Pediatric Cystic Fibrosis Clinic will not exceed thirty (30) days.
   b. Provider shall follow clinic patients admitted to Hospital.
   c. Provider will consult on new patients admitted to Hospital who are eligible to become clinic patients.

2. Section III Hospital's Obligations. Add the following subsections.

   2.5 Clinic Personnel and Services.
   a. Hospital will provide the services of a Registered Nurse, Respiratory Therapist, Dietician and a Social Worker to staff the Cystic Fibrosis Clinic. Hospital will also provide laboratory and radiology services as well as the necessary staffing (laboratory technician, radiology technologist) as necessary to serve the patients of the Cystic Fibrosis Clinic. Other than Provider, all personnel required for the proper operation of the Cystic Fibrosis Clinic shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Cystic Fibrosis Clinic shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.

3. Section 5.2 - Compensation. Change compensation rate from One Hundred Ten Thousand and 00/100 Dollars ($110,000) annually to One Hundred Thousand and 00/100 Dollars ($100,000) annually. This change will be effective February 1, 2009.

4. Add Section 5.3 - Compensation. During the term of this Agreement and subject to paragraphs 7.5 and 7.13, hereinbelow, Hospital will compensate Provider Seventy-Five Dollars ($75.00) per hour on the third (3rd) Friday of each
month, or if the third (3rd) Friday falls on a holiday, the following Monday for the previous month's Pediatric Pulmonology Clinic duties pursuant to Paragraph 2.16.

5. Section 6.1 – Term of Agreement. Delete this section in its entirety and replace with the following:

This Agreement shall become effective on the 1st day of February, 2006, and, subject to paragraphs 7.5 and 7.13, hereinbelow, shall remain in effect through the January 31, 2012.

6. Section 6.3 – Termination for Cause. Add the following subsection:

d. The Agreement may be terminated by Hospital at any time immediately, without notice by Hospital, upon the occurrence of any of the following events:

1. Principal Physician loses Board Certification; or

2. Principal Physician’s license to practice medicine from the State of Nevada is suspended, revoked or otherwise loses good standing; or

3. The Principal Physician is subject to any agreement or understanding, written or oral, that the Principal Physician will not engage in the practice of medicine, either temporarily or permanently; or

4. Provider’s or Principal Physician’s business license has been suspended or revoked; or

5. The Principal Physician is subject to any court order that restricts or prohibits him/her from practicing medicine, either temporarily or permanently.

7. Section 7 Miscellaneous. Change the notice to provider as follows:

To Provider: Craig Nakamura, M.D.
Children’s Lung Specialists
3820 Meadow Lane
Las Vegas, Nevada 89107

8. Section 7 Miscellaneous. Add the following subsection:


a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to $11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment “C”. Provider is expected to immediately report to Hospital’s Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (702) 383-2208, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis.
Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

9. **Section 2.6 – Time Studies.** Delete this section in its entirety and replace with:

Time Studies Provider shall record in hourly increments time spent in teaching, administration and supervision. Provider shall choose to report a week he/she worked the entire week, ideally with a different week chosen each month, so there is an even distribution of weeks throughout the year. Provider shall submit such time studies to Hospital’s Fiscal Services Department by the 12th of each month. Failure to submit the required time study by the 12th of each month will delay that month’s payment until the time study is received. A copy of the PHYSICIAN’S TIME STUDY is incorporated herein as Attachment A.


11. By signing this Amendment Two, the parties agree that the Agreement for Professional Services dated October 16, 2007, for the operation of the Cystic Fibrosis Clinic, between the parties shall be terminated effective as of the date of this amendment.

12. Except as expressly amended in this Amendment Two, the Agreement shall remain in full force and effect.

**HOSPITAL:**
**UNIVERSITY MEDICAL CENTER**
**OF SOUTHERN NEVADA**

By:  
Kathleen Silver  
Chief Executive Officer

**PROVIDER:**
**CHILDREN’S LUNG SPECIALISTS,**
**CRAIG NAKAMURA, M.D., LTD.**

By:  
Craig Nakamura, M.D.  
President

**APPROVED AS TO FORM:**
**DAVID ROGER, DISTRICT ATTORNEY**

By:  
Bradley M. Ballard, Deputy District Attorney
## Monthly Physician Time Study

### Marked by

**Physician:**

**Dept.:**

**Month:**

**Time Study Conducted From:**

**To:**

*(If on vacation or away during this week, please choose another week this month and change the dates accordingly)*

**Note:** This form must be completed and returned by the 12th of the following month to prevent a delay in payment.

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**GRAND TOTAL**

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(1) Relates only to residents in ACGME accredited programs affiliated with UMC

(2) Only report hours which are related to payments made to physician by UMC (exclude hours related to patient care for which direct billing is made by physician)

**Physician Signature:**

**Date:**

**Mail to:** Mary Jane Carreon  
UMC  
Fiscal Services  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102
Attachment “B”

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SUBJECT: TEMPORARY STAFFING / THIRD-PARTY EQUIPMENT

EFFECTIVE: 9/96 REVISED: 6/99, 10/01, 04/07, 01/08

POLICY #: 1-66

AFFECTS: Organization-wide

PURPOSE:

To assure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy.

To ensure the priority utilization of contracted services, staffing and equipment.

POLICY:

1) All entities providing UMC with personnel for temporary staffing must have a written contract that contains the terms and conditions required by this policy.

2) All equipment provided and used by outside entities must meet the safety requirements required by this policy.

3) Contracts will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contract Management Department.

4) Contracts directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.

5) The contract must be approved by the Chief Executive Officer prior to the commencement of services.

6) A copy of the approved contract, along with initial contact information for the contractor, must be forwarded to Human Resources department for processing (Non-employee Orientation, ID Badge, background check, etc.)

TEMPORARY STAFFING:

Contractual Requirements.

The contract must require the Contractor to meet and adhere to all qualifications and standards established by Hospital policies and procedures, by The Joint Commission and by all other applicable regulatory and/or credentialing entities with specific application to the service involved in the contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws, Allied Health, the contract must provide that the contracted individuals applicable education, training, and licensure be appropriate for his or her assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members. Records concerning the contracted individual shall be maintained by Hospital’s Department of Human Resources (HR) and the clinical department directly impacted by the services provided under the contract. Human Resources will provide Employee Health and Employee Education with an on going list of these individuals and department in which they work.

B-1
**Laboratory Services.**

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

**Healthcare Providers:**

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide that the assigned individual’s applicable education, training, and licensure be appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

**Clinical Care Services:**

The contractor may employ such allied health providers as it determines necessary to perform its obligations under the contract. For each such allied health provider, the contract must provide that the contractor shall be responsible for furnishing Hospital with evidence of the following:

1. The contractor maintains a written job description that indicates:
   a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
   b. Required licensure, certification, or registration, as applicable.
   c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services, and responsibilities.

2. The contractor has completed a pre-employment drug screen and a background check with UMC’s contracted background check Vendor. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If there is a felony conviction found during the background check, UMC’s HR department will review and approve or deny the Allied Health Practitioner access to the UMC Campus. University Medical Center will be given authorization to verify results on line by the contractor.

3. Double TB Skin Testing of the individual and, for individuals in Exposure Categories I and II, has offered the individual the option of receiving Hepatitis B vaccine or a signed declination if refused. Chicken Pox status must be established by either a history of chicken pox, a serology showing positive antibodies or proof of varivax and other required testing... Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide authorization to University Medical Center to audit these files upon request.

4. The contractor has completed a competency assessment of the individual, which is performed upon hire, at the time initial service is provided, when there is a change in either job performance or job requirements, and on an annual basis.

   - Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, by The Joint Commission and by all other applicable regulatory and/or credentialing entities with specific application to the service involved in the contract.
   - Competency assessments of allied health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
   - Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies, and skills.
• Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of Human Resources.

• The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual’s:

  a. Knowledge and ability required to perform the written job description;
  b. Ability to effectively and safely use equipment;
  c. Knowledge of infection control procedures;
  d. Knowledge of patient age-specific needs;
  e. Knowledge of safety procedures; and
  f. Knowledge of emergency procedures.

5. The contractor has conducted an orientation process to familiarize allied health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual’s ability to fulfill the specific job responsibilities set forth in the written job description.

6. The contractor periodically reviews the individual’s abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.

7. The contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services provided by the contractor’s contract.

8. The contractor submits to Hospital for annual review:

  a. The level of competence of the contractor’s allied health providers;
  b. The patterns and trends relating to the contractor’s use of allied health providers; and

9. The contractor ensures that each allied health provider has acquired an identification badge from Hospital’s Department of Human Resources before commencing services at Hospital’s facilities. The contractor also ensures that the badge is returned to HR upon termination of service at the Hospital.

10. The contract requires the contractor, upon Hospital’s request, to discontinue the employment at Hospital’s facilities of an allied health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital’s staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital’s existing policies and procedures. The supervising department will complete an exit review form and submit to Human Resources for the Individual’s personnel file.

**EQUIPMENT:**

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be required by the contract and be included in Hospital’s medical equipment management program.

All equipment brought into UMC by service contractor is required to meet the following criteria:

1. All equipment must have an electrical safety check which meets the requirements of Hospital’s Clinical Engineering Department.
2. A schedule for ongoing monitoring and evaluation of the equipment must be established and submitted to Hospital’s Clinical Engineering Department.

3. Monitoring and evaluation will include:
   a. Preventive maintenance;
   b. Identification and recordation of equipment management problems;
   c. Identification and recordation of equipment failures; and
   d. Identification and recordation of user errors and abuse.

4. The results of monitoring and evaluation shall be recorded as performed and submitted to Hospital’s Department of Clinical Engineering.

The contractor must present information on each contractor providing medical equipment to assure UMC that the users of the equipment are able to demonstrate or describe:

1. Capabilities, limitations, and special applications of the equipment;
2. Operating and safety procedures for equipment use;
3. Emergency procedures in the event of equipment failure; and
4. Processes for reporting equipment management problems, failures and user errors.

The contractor must provide the following on each contractor providing medical equipment to assure that the technicians maintaining and/or repairing the equipment can demonstrate or describe:

1. Knowledge and skills necessary to perform maintenance responsibilities; and
2. Processes for reporting equipment management problems, failures and user errors.

**MONITORING:** The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital’s Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

**Process for Allied Health Provider working at UMC Hospital Campus**

**A.** All Allied Health Provider personnel from outside contractors monitored by Human Resources (Non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources.

- Copy of the contract
- Copy of the Contractor’s liability Insurance
- Job description and resume
- Copy of Current driver’s license OR One 2x2 photo taken within 2 years
- Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc
- Current license verification/primary source verifications
- Specialty Certifications
- Competency Statement/ Skills Checklist (Contractor’s and UMC’s)
- Annual Performance evaluations
- UMC Department Specific Orientation
- Attestation form/letter from Contractor completed for medical clearances
- Director/Manager approval sign off
- Completion of Non-Employee specific orientation, RN orientation

B. Following documents can be maintained at the Contractor's Office:

- Medical Information to include: History and Physical (H&P), Annual Tuberculosis (TB)/health clearance test or Chest -X-Ray, Immunizations, Hepatitis B Series or waiver Chicken Pox questionnaire, Health Card, Drug test results and other pertinent health clearance records as required. The results of these tests can be noted on a one page medical attestation form provided by University Medical Center.
- Attestation form must be signed by the employee and the contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to the Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be approved to Orientation, receive identification badge and IS security.
- Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation - To be provided by Employee Education Department:

- Non-Employee orientation must occur prior to any utilization of contracted personnel.
- Orientation may be accomplished by attendance at non employee orientation; or by completion of the "Agency Orientation Manual" if scheduled by the Education Department.
- Nurses must complete the RN orientation manual before working if Per Diem and within one week of hire if a traveler.
- Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Employee Education. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IS), Glucose monitoring as appropriate and any other elements specific to the position or department.

Performance Guidelines

All Contractor personnel:

- Will arrive at their assigned duty station at the start of the shift. Tardiness will be documented on evaluation.
- Will complete UMC incident reports and/or medication error reports when appropriate using the PSN. The Contracted individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify the Agency when their employees are known to have been exposed to any communicable diseases.

Assignment guidelines

All agency personnel:

a. Will be assigned duties by the Physicians, Department Manager, Charge Nurse/Supervisor that matches their skill level as defined on the competency check list.
  i. As defined in the job description.
b. Will administer care utilizing the standards of care established and accepted by UMC.
c. Be responsible to initiate update or give input to the plan of care on their assigned patients,
  i. As defined in the job description.
d. Will not obtain blood from the lab unless they have been trained by the unit/department to do so.
  i. This training must be documented and sent to Employee Education.
e. Will administer narcotics as appropriate to position and scope of practice.

B-5
Attachment “C”

Notice of False Claims and Statements

UMC’s Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC’s Compliance Department provides UMC compliance oversight, education, reporting and resolution. It conducts routine, independent audits of UMC’s business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC’s policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in Medicaid.

Federal False Claims Act

The Federal False Claims Act (the “Act”) applies to persons or entities that knowingly and willfully submits, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare.

Liability under the Act attaches to any person or organization who “knowingly”:

- Present a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

“Knowingly” means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A “claim” includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, civil penalties range from $5,500 to $11,000 in fines, per claim, plus three times the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

Criminal penalties are imprisonment for a maximum 5 years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, “knowingly.”

- presents or causes to be presented a false claim for payment or approval;
• makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
• conspires to defraud by obtaining allowance or payment of a false claim;
• has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
• is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
• buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
• makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties range from $5,000 to $10,000 for each act, plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are 6 months to 1 year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater that $250, the penalty is imprisonment in the state prison from 1 to 4 years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed,

• reinstatement with the same seniority; or
• damages in lieu of reinstatement, if appropriate; and
• two times the lost compensation, plus interest; and
• any special damages sustained; and
• punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, or Angela Darragh, the Corporate Compliance Officer, directly at 385-6211. Suspected violations may also be reported anonymously via the Hotline at 383-2208. The Hotline is available 24 hours a day, seven days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Angela.Darragh@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other

Business Name: Children's Lung Specialists, Craig Nakamura, M.D., Ltd.
 INCLUDES LUNG SPECIALISTS

Business Address: 3838 Meadows Lane
Las Vegas, NV 89107

Business Telephone: (702) 598-4411

Disclosure of Ownership and Principals:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name
Craig Nakamura, MD

Title
Owner / Physician

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature/Capacity

Print Name
Craig Nakamura, MD

Date
10/1/07