AGREEMENT FOR PHYSICIAN PROFESSIONAL SERVICES

This Agreement, made and entered into 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 Hand Call Specialists, LLC, a Nevada corporation, engaged in the practice of medicine specializing in hand surgery services and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 4350 South Eastern Avenue, Suite 1, Las Vegas, Nevada 89119 (hereinafter referred to as the “Provider”);

WHEREAS, Hospital is the operator of a Hospital which requires on-call professional medical and surgical services; and

WHEREAS, Hospital recognizes that it requires on-call services from a physician who has been properly trained and is fully qualified and competent to practice medicine as a hand surgery specialist; and

WHEREAS, Provider desires to contract for and provide said On-Call and professional medical services; and

WHEREAS, the parties desire to provide a full statement of their agreement.

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Provider: Hand Call Specialists, LLC and all physicians associated with it who have privileges at Hospital to provide on-call hand surgery specialist services.

1.2 Principal Physicians: Colby P. Young, M.D and Carl N. Williams, Jr., M.D.

1.3 Member Physicians: Physicians associated with Provider who provide services pursuant to this Agreement. Unless the context requires otherwise, the term “Member Physicians” shall include the Principal Physician.

1.4 Allied Health Providers: Individuals other than a licensed physician, M.D., D.O. or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.

1.5 Services: Unless the context requires otherwise, Services refers to Hospital’s on-call hand surgery services.

1.6 Services to Patients: Those services personally rendered by Provider’s Member Physicians to the patient.
a. To qualify as “services to patients” services must, in general: (i) be personally furnished by Provider’s Member Physicians; (ii) contribute directly to the diagnosis or treatment of the patient; and (iii) ordinarily require performance by a physician.

b. Services to patients include: (i) consultative services; and (ii) services personally performed by Provider’s Member Physicians in the administration of procedures to an individual patient.

1.8 Services to Hospital: Those services which do not qualify as “services to patients” as herein defined, but which are services provided by Provider to Hospital and are related to the provision of patient care in Hospital; including, but not limited to, supervisory and other services. Clinical services which do not meet the requirements of “services to patients” shall be considered “services to Hospital.”

1.9. Hand Services:

a. The preservation, restoration and development of form and function by medical, surgical and physical means of the upper extremity to include:

1. Fractures and dislocations involving the distal radius, distal ulna, carpus and hand;

2. Follow-up care for compartment syndrome of the hand and compartment syndrome of the forearm without underlying fractures of the forearm [Compartment syndrome of the forearm with fractures involving the radius and/or ulna (proximal to the region of radius and ulna fractures treated by Hand Service)]; and

3. Follow-up care for soft tissue injuries (including injuries to nerves, tendons and vascular structures – radial and ulnar only) of the upper extremity excluding the elbow region.

b. In the event a disagreement exists regarding the patient’s need for Provider’s services, emergency services shall be provided. To validate the need for Provider’s services in similar situations in the future, the Department Heads of the designated Department to which the respective physicians are assigned clinical privileges and membership shall review the incident through the departmental Performance Improvement process. The Medical Executive Committee will resolve any disagreement between the Medical Staff Departments involved.

II. PROVIDER’S OBLIGATIONS

2.1 Coverage: Provider, through its Member Physicians hereby agrees to perform the following services as requested by Hospital and in a manner reasonably satisfactory to Hospital:

a. Provider shall provide professional services in the best interests of Hospital’s patients with all due diligence.
b. Provider shall conduct and professionally staff the Hand Surgery Call Service in such a manner that Hospital, its Medical Staff, and patients shall at all times have immediately available adequate Services coverage. Provider shall render and supervise Services and consult with the Medical Staff of Hospital when requested.

c. Except as otherwise provided in subsection d, below, Provider shall provide Hospital with on-call consultative coverage on a twenty-four (24) hour-a-day, seven (7) day-a-week basis, during a mutually agreed upon schedule as provided for by subsection i, below. For this purpose consultative coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital inpatients, Hospital outpatients, Emergency Department patients and Trauma Department patients who are not designated patients of other physicians unless resident coverage has been assigned to another group or physician on a predetermined and agreed upon scheduled rotation.

d. Provider shall conduct hospital rounds to attend to hand surgery patients daily, or as required. This will include reviewing patient charts and laboratory results.

e. Provider shall provide service on an emergency and on-call basis to meet the needs of Hospital's inpatients.

f. Provider shall encourage the participation of other physicians in the community to assist Provider in the provision of the Services outlined in this Agreement.

g. Principal Physician shall coordinate the schedules and assignments of the physicians assigned to Services. At no time will Services be without coverage.

h. Provider gives Hospital the right to approve or reject all physicians on the call schedule.

i. Provider shall coordinate coverage with the other contracted provider of the Services. Provision of Services shall be split evenly between Provider and other contracted provider. Each provider shall provide services for 26 weeks per year and coverage will be rotated between providers every other week. If none of the Member Physicians from either contracted provider can provide Services, then other duly qualified physicians that meet the qualifications outlined in Section 2.2 below may fill the call schedule.

2.2 **Medical Staff Appointment:**

a. Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital’s medical staff with appropriate clinical privileges and appropriate Hospital credentialing. Member Physicians providing Services under this agreement must have completed a Certificate of Added Qualification (“CAQ”) in hand surgery, be CAQ eligible, or completed a non-CAQ hand fellowship mutually approved by both contracted Providers and Hospital. Any of Provider’s Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render services to Hospital’s patients and will be replaced promptly by Provider. Provider shall
replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms of this Agreement. In the event Provider replaces or adds a Member Physician, such new physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

b. It is expressly agreed that continuation of this Agreement is dependent upon the continued appointment of Colby P. Young, M.D. or Carl N. Williams, Jr, M.D. as Provider's Principal Physicians, unless Provider provides a substitute Principal Physician who is satisfactory to Hospital as determined by Hospital Administration in consultation with the Medical Executive Committee.

c. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians, including its Principal Physician, or others under its direction and control, in the performance of services under this Agreement.

d. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

2.3 **Principal Physician:** Provider's Principal Physician shall at all times during the term of this Agreement;

a. be Board Certified and have a CAQ in hand surgery or be CAQ eligible in accordance with the Hospital's Department of Hand Surgery Rules and Regulations;

b. hold an active license to practice medicine from the State of Nevada which is in good standing; and

c. not be 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.

Hospital shall, in its discretion, have the right to terminate this Agreement if Principal Physician fails to meet any of the foregoing requirements in this section.

2.4 **Standards of Performance:**

a. Provider promises to adhere to Hospital's established standards and policies for providing good patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.
b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. A code of professional behavior will be followed by Member Physicians including polite and courteous communication with the Emergency Department and Trauma physicians. There will be zero tolerance for a pattern of unprofessional behavior or argumentative communication with consulting physicians and this will result in Provider immediately removing a Member Physician in violation from the hand call schedule.

2.5 Independent Contractor: In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance:

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.

2.7 Professional Liability Insurance: Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical and Dental Staff. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.

2.8 Provider Personal Expenses: Provider shall be responsible for all its personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records:
2.10 Health Insurance Portability and Accountability Act of 1996:

2.11 Voluntary Absence: Provider’s Principal Physician may require personal time away from Hospital for vacation, seminars and so forth. In such event, Principal Physician shall advise Hospital’s Administration in a reasonable time prior to such absence, however, such absence shall not diminish the requirements for provision of the Services and Principal Physician shall arrange for coverage during his absence.

2.12 UMC Policy #I-66: Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, set forth in Attachment “A”, incorporated and made a part hereof by this reference.
2.13 **Special Personnel:** Provider shall maintain, at its own expense, any personnel used in connection with its private practice. Such personnel will not have any administrative duties or responsibilities in Hospital at any time.

### III. HOSPITAL’S OBLIGATIONS

3.1 **Space, Equipment and Supplies:**

   a. Hospital shall provide space within Hospital for the Services (excluding Provider’s private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Services.

   b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Services. Hospital shall also keep and maintain said equipment in good order and repair.

   c. Hospital shall purchase all necessary supplies for the proper operation of the Services and shall keep accurate records of the cost thereof.

3.2 **Hospital Services:** Hospital shall provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing.

3.3 **Personnel:** Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Services shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Principal Physician, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Services 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.

3.4 **Exclusivity of Services:** This Agreement does not preclude an attending physician on Hospital’s Staff from requesting a specific physician, not a party to this Agreement, to provide a specific procedure or consultation in the Services, subject to Provider’s right to schedule all department procedures and services and provided that such independent physician is a member of Hospital’s Medical Staff.

### IV. COMPENSATION

4.1 During the term of this Agreement and subject to paragraphs 6.6 and 6.13, hereinbelow, Hospital will compensate Provider $2,500.00 per day for on-call services provided during the month on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday.

### V. TERM/MODIFICATIONS/TERMINATION
5.1 **Term of Agreement:** This Agreement shall become effective on the 1st day of January, 2009, and, subject to paragraphs 6.6 and 6.13, hereinbelow, shall remain in effect through the December 31, 2013.

5.2. **Modifications:** Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider's group or professional corporation.

c. Any action against the license of any of Provider's Member Physicians;

d. Any action commenced against Provider which could materially affect this Agreement;

e. Any exclusionary action initiated or taken by a federal health care program against Provider or any of Provider’s Member Physicians; or

f. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

5.3 **Termination For Cause:**

a. This Agreement shall immediately and automatically terminate, without notice by Hospital, upon the occurrence of any one of the following events:

1. The exclusion of Provider from participation in a federal health care program;

2. The expulsion, termination or suspension of Provider’s Principal Physician by Hospital’s Medical Staff or loss of Provider’s Principal Physician’s license to practice medicine unless Provider provides a substitute physician who is satisfactory to Hospital, as determined by Hospital’s Administration in consultation with the Medical Executive Committee. [Hospital will not unreasonably withhold such acceptance/approval.]; or

3. The conviction of Provider’s Principal Physician of any crime punishable as a felony involving moral turpitude or immoral conduct unless Provider provides a substitute physician who is satisfactory to Hospital, as determined by Hospital’s Administration in consultation with the Medical Executive Committee. [Hospital will not unreasonably withhold such acceptance/approval.].

b. 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.

c. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days after written notice of said breach:

1. Professional misconduct by any of Provider’s Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder;

2. Conduct by any of Provider’s Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital;

3. Disputes among the Member Physicians, partners, owners, principals, or of Provider’s group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

4. Absence of Provider’s Principal Physician, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital’s Administration; or

5. Breach of any material term or condition of this Agreement.

d. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The exclusion of Hospital from participation in a federal health care program;

2. The loss or suspension of Hospital’s licensure or any other certification or permit necessary for Hospital to provide services to patients;
3. The failure of Hospital to maintain full accreditation by The Joint Commission;

4. Failure of Hospital to cooperate with Provider in the billing process as set forth in Section IV, above;

5. Persistent and excessive referral of patients subject to Paragraph 4.1(d), above;

6. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

7. Breach of any material term or condition of this Agreement.

5.4 **Termination Without Cause:** Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

VI. **MISCELLANEOUS**

6.1 **Access to Records.** Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. § 1395x (v) (1) (I), and the regulations promulgated thereunder.

6.2 **Amendments.** No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

6.3 **Assignment/Binding on Successors.** No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

6.4 **Audits.** The performance of this contract by the Provider is subject to review by the Hospital to insure contract compliance. The Provider agrees to provide the Hospital any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to the Provider. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

(rev 6/19/08)
6.5 **Authority to Execute.** The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

6.6 **Budget Act.** In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.

6.7 **Captions/Gender/Number.** The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

6.8 **Confidential Records.** All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

6.9 **Corporate Compliance.** Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

6.10 **Disagreements/Arbitration.** All matters involving the performance of Provider’s duties, as set forth in this Agreement, shall be determined jointly by Provider and Hospital’s Administration. Any disagreement between Provider and Hospital’s Administration shall be resolved according to the following procedures:

a. In all matters concerning the reasonable adequacy of coverage and the performance of Provider’s duties set forth in the Agreement, the decision of Hospital’s Administration shall be initially binding upon both parties unless the same is appealed to the Board of Trustees within ten (10) days after the decision of Hospital’s Administration is announced. Both parties shall have the right to arbitrate any matter in accordance with the procedures of paragraph 7.10 (c).

b. All disputed matters pertaining to the Medical and Dental Staff Bylaws, Rules and Regulations shall be addressed through the mechanisms and procedures adopted and established by the Bylaws, Rules and Regulations of the Medical and Dental Staff.

c. All other matters concerning the application, interpretation or construction of the provisions of this Agreement shall be submitted to binding arbitration. Arbitration shall be initiated by either party making a written demand for arbitration on the
other party. Each party, within fifteen (15) days of said notice, shall choose an arbitrator, and the two selected arbitrators shall then choose a third arbitrator. The panel of three (3) arbitrators shall then proceed in accordance with the applicable provisions of the Nevada Revised Statutes, with the third arbitrator ultimately responsible for arbitrating the matter. Either party to the arbitration may seek judicial review by way of petition to the Eighth Judicial District Court of the State of Nevada to confirm, correct or vacate an arbitration award in accordance with the requirements of the Nevada Revised Statutes and the Nevada Rules of Civil Procedure.

6.11 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

6.12 False Claims Act.

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 “B”. 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.

6.13 **Federal, State, Local Laws.** Provider will comply with all federal, state and local laws
and/or regulations relative to its activities in Clark County, Nevada.

6.14 **Financial Obligation.** Provider shall incur no financial obligation on behalf of Hospital
without prior written approval of Hospital or the Board of Hospital Trustees.

6.15 **Fiscal Fund Out Clause.** This Agreement shall terminate and Hospital’s obligations under
it shall be extinguished at the end of any of Hospital’s fiscal years in which Hospital’s
governing body fails to appropriate monies for the ensuing fiscal year sufficient for the
payment of all amounts which could then become due under this Agreement. Hospital
agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion
as it relates to this Agreement. In the event this section is invoked, this Agreement will
expire on the 30th day of June of the current fiscal year. Termination under this section
shall not relieve Hospital of its obligations incurred through the 30th day of June of the
fiscal year for which monies were appropriated.

6.16 **Force Majeure.** Neither party shall be liable for any delays or failures in performance due
to circumstances beyond its control.

6.17 **Governing Law.** This Agreement shall be construed and enforced in accordance with the
laws of the State of Nevada.

6.18 **Indemnification.**

a. To the extent limited in Chapter 41 of Nevada Revised Statutes, and any other
statute, Hospital shall indemnify and hold harmless, Provider, its officers and
employees from any and all claims, demands, actions or causes of action, of any
kind or nature, arising out of the negligent or intentional acts or omissions of
Hospital, its employees, representatives, successors or assigns. Hospital shall
resist and defend at its own expense any actions or proceedings brought by reason
of such claim, action or cause of action. Provider acknowledges Hospital is self-
insured.

b. Provider shall indemnify and hold harmless, Hospital, its officers and employees
from any and all claims, demands, actions or causes of action, of any kind or
nature, arising out of the negligent or intentional acts or omissions of Provider, its
employees, representatives, successors or assigns. Provider shall resist and defend
at its own expense any actions or proceedings brought by reason of such claim,
action or cause of action.

c. Each of the Party’s obligations to indemnify and/or defend the other shall survive
the termination of this Agreement if the incident requiring such indemnification or
defense occurred during the Agreement term, or any extension thereof, and directly
or indirectly relates to the Party’s obligations or performance under the terms of
this Agreement.
6.19 **Interpretation.** Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

6.20 **Non-Discrimination.** Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.

6.21 **Notices.** All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

To Hospital:  
Chief Executive Officer  
University Medical Center of Southern Nevada  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102

To Provider:  
Colby P. Young, M.D.  
Hand Call Specialists, LLC  
4530 S. Eastern Ave, Suite 1  
Las Vegas, Nevada 89119

and  
Carl N. Williams, Jr., M.D.  
31 Strada di Circolo  
Henderson, Nevada 89011

6.22 **Publicity.** Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

6.23 **Performance.** Time is of the essence in this Agreement.

6.24 **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

6.25 **Third Party Interest/Liability.** This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

(rev 6/19/08)
6.26 **Waiver.** A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:

**Hand Call Specialists, LLC**

By: [Signature]

Colby P. Young, M.D.
(title)

By: [Signature]

Carl N. Williams, Jr., M.D.
(title)

Hospital:

**University Medical Center of Southern Nevada**

By: [Signature]

Kathleen Silver
Chief Executive Officer

APPROVED AS TO FORM:

David Roger, District Attorney

By: [Signature]

Bradley M. Ballard, Deputy District Attorney

(rev 6/19/08) 16
Attachment “A”

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.
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.

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.
Attachment “B”

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 than $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 damage 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 383-6211. 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.
AGREEMENT FOR PHYSICIAN PROFESSIONAL SERVICES

This Agreement, made and entered into 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 University of Nevada School of Medicine Multispecialty Group Practice South, Inc. dba MedSchool Associates South and University Of Nevada School Of Medicine Integrated Clinical Services, Inc., Nevada corporations engaged in the practice of medicine, and who employ and/or contract with physicians specializing in hand surgery services, and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 2040 West Charleston Boulevard, Suite 400, Las Vegas, Nevada 89102 (hereinafter collectively referred to as “MedSchool Associates South” or the “Provider”);

WHEREAS, Hospital is the operator of a Hospital which requires on-call professional medical and surgical services; and

WHEREAS, Hospital recognizes that it requires on-call services from a physician who has been properly trained and is fully qualified and competent to practice medicine as a hand surgery specialist; and

WHEREAS, Provider desires to contract for and provide said On-Call and professional medical services; and

WHEREAS, the parties desire to provide a full statement of their agreement.

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Provider: MedSchool Associates South and all physicians associated with it who have privileges at Hospital to provide on-call hand surgery specialist services.

1.2 Principal Physician: Kayvan Tahipour-Khiabani, M.D.

1.3 Member Physicians: Physicians associated with Provider who provide services pursuant to this Agreement. Unless the context requires otherwise, the term “Member Physicians” shall include the Principal Physician.

1.4 Allied Health Providers: Individuals other than a licensed physician, M.D., D.O. or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.

1.5 Services: Unless the context requires otherwise, Services refers to Hospital’s on-call hand surgery services.

(rev 6/19/08)
1.6 **Services to Patients:** Those services personally rendered by Provider’s Member Physicians to the patient.

a. To qualify as “services to patients” services must, in general: (i) be personally furnished by Provider’s Member Physicians; (ii) contribute directly to the diagnosis or treatment of the patient; and (iii) ordinarily require performance by a physician.

b. Services to patients include: (i) consultative services; and (ii) services personally performed by Provider’s Member Physicians in the administration of procedures to an individual patient.

1.8 **Services to Hospital:** Those services which do not qualify as “services to patients” as herein defined, but which are services provided by Provider to Hospital and are related to the provision of patient care in Hospital; including, but not limited to, supervisory and other services. Clinical services which do not meet the requirements of “services to patients” shall be considered “services to Hospital.”

1.9. **Hand Services:**

a. The preservation, restoration and development of form and function by medical, surgical and physical means of the upper extremity to include:

1. Fractures and dislocations involving the distal radius, distal ulna, carpus and hand;

2. Follow-up care for compartment syndrome of the hand and compartment syndrome of the forearm without underlying fractures of the forearm [Compartment syndrome of the forearm with fractures involving the radius and/or ulna (proximal to the region of radius and ulna fractures treated by Hand Service)]; and

3. Follow-up care for soft tissue injuries (including injuries to nerves, tendons and vascular structures – radial and ulnar only) of the upper extremity excluding the elbow region.

b. In the event a disagreement exists regarding the patient’s need for Provider’s services, emergency services shall be provided. To validate the need for Provider’s services in similar situations in the future, the Department Heads of the designated Department to which the respective physicians are assigned clinical privileges and membership shall review the incident through the departmental Performance Improvement process. The Medical Executive Committee will resolve any disagreement between the Medical Staff Departments involved.

II. **PROVIDER’S OBLIGATIONS**

2.1 **Coverage:** Provider, through its Member Physicians hereby agrees to perform the following services as requested by Hospital and in a manner reasonably satisfactory to Hospital:
a. Provider shall provide professional services in the best interests of Hospital's patients with all due diligence.

b. Provider shall conduct and professionally staff the Hand Surgery Call Service in such a manner that Hospital, its Medical Staff, and patients shall at all times have immediately available adequate Services coverage. Provider shall render and supervise Services and consult with the Medical Staff of Hospital when requested.

c. Except as otherwise provided in subsection d, below, Provider shall provide Hospital with on-call consultative coverage on a twenty-four (24) hour-a-day, seven (7) day-a-week basis, during a mutually agreed upon schedule as provided for by subsection i, below. For this purpose consultative coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital inpatients, Hospital outpatients, Emergency Department patients and Trauma Department patients who are not designated patients of other physicians unless resident coverage has been assigned to another group or physician on a predetermined and agreed upon scheduled rotation.

d. Provider shall conduct hospital rounds to attend to hand surgery patients daily, or as required. This will include reviewing patient charts and laboratory results.

e. Provider shall provide service on an emergency and on-call basis to meet the needs of Hospital's inpatients.

f. Provider shall encourage the participation of other physicians in the community to assist Provider in the provision of the Services outlined in this Agreement.

g. Principal Physician shall coordinate the schedules and assignments of the physicians assigned to Services. At no time will Services be without coverage.

h. Provider gives Hospital the right to approve or reject all physicians on the call schedule.

i. Provider shall coordinate coverage with the other contracted provider of the Services. Provision of Services shall be split evenly between Provider and other contracted provider. Each provider shall provide services for 26 weeks per year and coverage will be rotated between providers every other week. If none of the Member Physicians from either contracted provider can provide Services, then other duly qualified physicians that meet the qualifications outlined in Section 2.2 below may fill the call schedule.

2.2 Medical Staff Appointment:

a. Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's medical staff with appropriate clinical privileges and appropriate Hospital credentialing. Member Physicians providing Services under this agreement must have completed a Certificate of Added Qualification ("CAQ") in hand surgery, be CAQ eligible, or completed a non-CAQ hand fellowship mutually approved by both contracted Providers and Hospital.

(rev 6/19/08)
Any of Provider’s Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render services to Hospital’s patients and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital’s Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms of this Agreement. In the event Provider replaces or adds a Member Physician, such new physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

b. It is expressly agreed that continuation of this Agreement is dependent upon the continued appointment of Kayvan Taghipour-Khiabani, M.D. as Provider’s Principal Physicians, unless Provider provides a substitute Principal Physician who is satisfactory to Hospital as determined by Hospital Administration in consultation with the Medical Executive Committee.

c. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians, including its Principal Physician, or others under its direction and control, in the performance of services under this Agreement.

d. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

2.3 **Principal Physician:** Provider’s Principal Physician shall at all times during the term of this Agreement;

a. be Board Certified and have a CAQ in hand surgery or be CAQ eligible in accordance with the Hospital’s Department of Hand Surgery Rules and Regulations;

b. hold an active license to practice medicine from the State of Nevada which is in good standing; and

c. not be 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.

Hospital shall, in its discretion, have the right to terminate this Agreement if Principal Physician, or substitute Principal Physician, fails to meet any of the foregoing requirements in this section.

2.4 **Standards of Performance:**

a. Provider promises to adhere to Hospital’s established standards and policies for providing good patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national
patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. The Hospital code of professional behavior will be followed by Member Physicians including polite and courteous communication with the Emergency Department and Trauma physicians. There will be zero tolerance for a pattern of unprofessional behavior or argumentative communication with consulting physicians and this will result in Provider immediately removing a Member Physician in violation from the hand call schedule.

2.5 **Independent Contractor:** In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 **Industrial Insurance:**

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.

2.7 **Professional Liability Insurance:**

a. Provider shall carry professional liability insurance on its employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical and Dental Staff, however, such liability will be limited to seventy-five thousand dollars ($75,000) per cause of action in tort in accordance with Nevada State Law under NRS 41.0305 to 41.039. The defense of sovereign immunity will be asserted in all cases in accordance with Nevada State Law under NRS 41.0305 to 41.039. Said insurance shall annually be certified to Hospital’s
Administration and Medical Staff, as necessary.

b. Independent Contractors of Provider who are providing services under this agreement shall carry professional liability insurance on its Member Physicians and employees at their own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical and Dental Staff. Said insurance shall annually be certified to Hospital’s Administration and Medical Staff, as necessary.

2.8 Provider Personal Expenses: Provider shall be responsible for all its personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records:

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or data bases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical and Dental Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996:

a. For purposes of this Agreement, “Protected Health Information” shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.

b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1-1320d-8; 42 U.S.C. 1320d-2) (“HIPAA”), regulations promulgated thereunder (“HIPAA Regulations”) and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. Hospital and Provider shall share a common patient’s Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement.
activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.11 Voluntary Absence: Provider's Principal Physician may require personal time away from Hospital for vacation, seminars and so forth. In such event, Principal Physician shall advise Hospital's Administration in a reasonable time prior to such absence, however, such absence shall not diminish the requirements for provision of the Services and Principal Physician shall arrange for coverage during his absence.

2.12 UMC Policy #I-66: Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, set forth in Attachment “A”, incorporated and made a part hereof by this reference.

2.13 Special Personnel: Provider shall maintain, at its own expense, any personnel used in connection with its private practice. Such personnel will not have any administrative duties or responsibilities in Hospital at any time.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies:

a. Hospital shall provide space within Hospital for the Services (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Services.

b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Services. Hospital shall also keep and maintain said equipment in good order and repair.

c. Hospital shall purchase all necessary supplies for the proper operation of the Services and shall keep accurate records of the cost thereof.

3.2 Hospital Services: Hospital shall provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing.

3.3 Personnel: Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Services shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Principal Physician, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Services 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.
3.4 **Exclusivity of Services:** This Agreement does not preclude an attending physician on Hospital’s Staff from requesting a specific physician, not a party to this Agreement, to provide a specific procedure or consultation in the Services, subject to Provider’s right to schedule all department procedures and services and provided that such independent physician is a member of Hospital’s Medical Staff.

IV. **COMPENSATION**

4.1 During the term of this Agreement and subject to paragraphs 6.6 and 6.13, hereinbelow, Hospital will compensate Provider $2,500.00 per day for on-call services provided during the month on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday.

V. **TERM/MODIFICATIONS/TERMINATION**

5.1 **Term of Agreement:** This Agreement shall become effective on the 1st day of January, 2009, and, subject to paragraphs 6.6 and 6.13, hereinbelow, shall remain in effect through the December 31, 2013.

5.2. **Modifications:** Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider’s group or professional corporation.

c. Any action against the license of any of Provider’s Member Physicians;

d. Any action commenced against Provider which could materially affect this Agreement;

e. Any exclusionary action initiated or taken by a federal health care program against Provider or any of Provider’s Member Physicians; or

f. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

5.3 **Termination For Cause:**

a. This Agreement shall immediately and automatically terminate, without notice by Hospital, upon the occurrence of any one of the following events:

1. The exclusion of Provider from participation in a federal health care program;

2. The expulsion, termination or suspension of Provider’s Principal Physician by Hospital’s Medical Staff or loss of Provider’s Principal Physician’s license to practice medicine unless Provider provides a substitute physician who is satisfactory to Hospital, as determined by Hospital’s Administration
in consultation with the Medical Executive Committee. [Hospital will not unreasonably withhold such acceptance/approval.]; or

3. The conviction of Provider’s Principal Physician of any crime punishable as a felony involving moral turpitude or immoral conduct unless Provider provides a substitute physician who is satisfactory to Hospital, as determined by Hospital’s Administration in consultation with the Medical Executive Committee. [Hospital will not unreasonably withhold such acceptance/approval.].

b. Unless a substitute Principal Physician is provided, 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 looses 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.

c. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days after written notice of said breach:

1. Professional misconduct by any of Provider’s Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder;

2. Conduct by any of Provider’s Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital;

3. Disputes among the Member Physicians, partners, owners, principals, or of Provider’s group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

4. Absence of Provider’s Principal Physician, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is
furnished by Provider. Such adequacy will be determined by Hospital's Administration; or

5. Breach of any material term or condition of this Agreement.

d. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The exclusion of Hospital from participation in a federal health care program:

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

3. The failure of Hospital to maintain full accreditation by The Joint Commission;

4. Failure of Hospital to cooperate with Provider in the billing process as set forth in Section IV, above;

5. Persistent and excessive referral of patients subject to Paragraph 4.1(d), above;

6. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

7. Breach of any material term or condition of this Agreement.

5.4 **Termination Without Cause**: Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

VI. **MISCELLANEOUS**

6.1 **Access to Records.** Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (l), and the regulations promulgated thereunder.

6.2 **Amendments.** No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

6.3 **Assignment/Binding on Successors.** No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly
authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

6.4 **Audits.** The performance of this contract by the Provider is subject to review by the Hospital to insure contract compliance. The Provider agrees to provide the Hospital any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to the Provider. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

6.5 **Authority to Execute.** The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

6.6 **Budget Act.** In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.

6.7 **Captions/Gender/Number.** The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

6.8 **Confidential Records.** All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

6.9 **Corporate Compliance.** Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

6.10 **Disagreements/Arbitration.** All matters involving the performance of Provider’s duties, as set forth in this Agreement, shall be determined jointly by Provider and Hospital’s Administration. Any disagreement between Provider and Hospital’s Administration shall be resolved according to the following procedures:

a. In all matters concerning the reasonable adequacy of coverage and the performance of Provider’s duties set forth in the Agreement, the decision of Hospital’s
Administration shall be initially binding upon both parties unless the same is appealed to the Board of Trustees within ten (10) days after the decision of Hospital's Administration is announced. Both parties shall have the right to arbitrate any matter in accordance with the procedures of paragraph 7.10 (c).

b. All disputed matters pertaining to the Medical and Dental Staff Bylaws, Rules and Regulations shall be addressed through the mechanisms and procedures adopted and established by the Bylaws, Rules and Regulations of the Medical and Dental Staff.

c. All other matters concerning the application, interpretation or construction of the provisions of this Agreement shall be submitted to binding arbitration. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. Each party, within fifteen (15) days of said notice, shall choose an arbitrator, and the two selected arbitrators shall then choose a third arbitrator. The panel of three (3) arbitrators shall then proceed in accordance with the applicable provisions of the Nevada Revised Statutes, with the third arbitrator ultimately responsible for arbitrating the matter. Either party to the arbitration may seek judicial review by way of petition to the Eighth Judicial District Court of the State of Nevada to confirm, correct or vacate an arbitration award in accordance with the requirements of the Nevada Revised Statutes and the Nevada Rules of Civil Procedure.

6.11 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

6.12 False Claims Act.

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 “B”. 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.

6.13 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

6.14 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees.

6.15 Fiscal Fund Out Clause.

a. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

b. It is understood and agreed, not withstanding the provision, terms and conditions of this Agreement, that in the event any recognized funding authority fails to appropriate sufficient funds to the Nevada System of Higher Education or its Division, Colleges or Departments to enable obligations to be fulfilled under the Agreement for the ensuing fiscal year or any part thereof, all rights and obligations of Provider under the Agreement shall terminate upon thirty (30) days written notice to Hospital. It is further understood and agreed that not withstanding the provision, terms and conditions of the Agreement, this paragraph shall be superseding. Provider warrants that it has used and will use, its best efforts (including but not limited to exhausting all administrative appeals) to obtain funds necessary for the continuation of services under this Agreement

6.16 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
6.17 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

6.18 **Indemnification.**

a. To the extent limited in Chapter 41 of Nevada Revised Statutes, and any other statute, Hospital shall indemnify and hold harmless, Provider, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Hospital, its employees, representatives, successors or assigns. Hospital shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action. Provider acknowledges Hospital is self-insured.

b. To the extent limited in Chapter 41 of Nevada Revised Statutes, Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

c. Each of the Party’s obligations to indemnify and/or defend the other shall survive the termination of this Agreement if the incident requiring such indemnification or defense occurred during the Agreement term, or any extension thereof, and directly or indirectly relates to the Party’s obligations or performance under the terms of this Agreement.

6.19 **Interpretation.** Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the drafter thereof shall not apply to any provision of this Agreement.

6.20 **Non-Discrimination.** Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.

6.21 **Notices.** All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

   To Hospital:  
   
   Chief Executive Officer  
   University Medical Center of Southern Nevada  
   1800 West Charleston Boulevard  
   Las Vegas, Nevada 89102
To Provider:  
President  
University of Nevada School of Medicine Multispecialty  
Group Practice South, Inc.  
2040 West Charleston Boulevard, Suite 400  
Las Vegas, Nevada 89102

6.22 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

6.23 Performance. Time is of the essence in this Agreement.

6.24 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

6.25 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

6.26 Waiver. A party’s failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

6.27 Counterpart Signatures; Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by electronic transmission of this Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:

University of Nevada School of Medicine
Multispecialty Group Practice South, Inc.

Approved By: ____________________________
William Zamboni, M.D., President

Date: __________ 09

University Of Nevada School Of Medicine
Integrated Clinical Services, Inc.

Approved By: ____________________________
Ole J. Thienhaus, M.D., MBA, President

Date: __________ 09

University of Nevada, Reno

Approved by: ____________________________
Milton D. Glick, President

Nevada System of Higher Education

Approved by: ____________________________
James E. Rogers, Chancellor

APPROVED AS TO FORM:
David Roger, District Attorney

By: ____________________________
Bradley M. Ballard, Deputy District Attorney

Hospital:

University Medical Center of Southern Nevada

By: ____________________________
Kathleen Silver, Chief Executive Officer

Date: ____________
Attachment “A”

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 #: I-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.

**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 online 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.
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.
Attachment “B”

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 damage 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 notify UMC via a hospital Administrator, department Director, department Manager, or Angela Darragh, the Corporate Compliance Officer, directly at 383-6211. 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.