AGREEMENT FOR DIRECT PATIENT CARE BY PROVIDER

This Agreement, made and entered into this _____ day of February, 2008, 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 Integrated Clinical Services, Inc. (ICS) and the University of Nevada School of Medicine Multispecialty Group Practice South, Inc. dba MedSchool Associates South (MSAS), professional corporations, engaged in the practice of medicine 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 referred to as the “Provider”);

WHEREAS, Hospital provides plastic, micro and replantation surgery specialist services which requires professional medical services; and

WHEREAS, Provider is willing to accept this Agreement and take upon itself the responsibility of providing quality patient care in accordance with recognized medical standards and upon the terms and conditions set forth herein; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the duties and responsibilities of each party during the term of this 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: University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice South, Inc. dba MedSchool Associates South.

1.2 Principal Physician: William A. Zamboni, M.D.

1.3 Member Physicians: Employed or contracted physicians associated with Provider who are providing plastic, micro and replantation 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, dentist, or D.O. 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 Department: Unless the context requires otherwise, Department refers to Hospital’s service which provides plastic, micro and replantation specialist surgery.

1.6 Clinical Services: Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition.
1.7 **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, administrative and supervisory services. Clinical services which do not meet the requirements of “services to patients” shall be considered “services to Hospital.”

1.9 **Complete Amputation:** Completely detached finger or other body part.

1.10 **Incomplete Amputation:** Finger or other body part that is dangling, i.e. requiring venous anastomosis.

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 Service in such a manner that Hospital, its Medical Staff, and patients shall at all times have immediately available adequate plastic, micro and replantation surgery specialist coverage. Provider shall render and supervise plastic, micro and replantation surgery specialist services and consult with the Medical Staff of Hospital when requested. Replantation services will be provided for complete or incomplete finger or other body part amputations.

    c. Provider shall provide Hospital with consultative coverage on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. For this purpose consultive 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 provide service on an emergency and on-call basis to meet the needs of Hospital’s inpatients and outpatients.

    e. Member Physicians shall encourage the participation of other physicians in the community to assist Provider in the provision of the services outlined in this Agreement.
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. 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 William A. Zamboni, M.D. as Provider’s Principal Physician, 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 supervision, scheduling and attendance 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 Clinical Responsibilities of Principal Physician:

a. Provide clinical direction of Hospital’s plastic, micro and replantation surgery specialist services;

b. Ensure clinical effectiveness by providing direction and supervision in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;

c. Provide consultations and documentation in accordance with the standards and recommendations of The Joint Commission; recognized professional medical specialty standards; the requirements of local, state, and national regulatory agencies and accrediting bodies including, but not limited to, Medicare/Medicaid; and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect;

d. Provide ongoing patient contact as medically necessary and appropriate;

e. Provide training in replantation, plastic and micro surgery specialist services to resident physicians at Hospital;
f. Coordinate and integrate clinically related replantation, plastic, or micro surgery specialist services activities both inter and intra departmentally within Hospital and its affiliated clinics; and

g. Perform such other clinical duties as necessary to operate replantation, plastic, or micro surgery specialist services.

2.4 Administrative Responsibilities of Principal Physician:

a. Contribute to a positive relationship among Hospital’s Administration, Hospital’s Medical Staff and the community;

b. Promote the growth and development of replantation, plastic, or micro surgery specialist services in conjunction with Hospital with special emphasis on expanding diagnostic and therapeutic services;

c. Inform the Medical Staff of new equipment and applications;

d. Recommend innovative changes directed toward improved patient services;

e. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;

f. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;

g. Represent replantation, plastic, or micro surgery specialist services on Hospital’s medical staff committees and at Hospital department meetings as the need arises;

h. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established Hospital mechanisms for appropriate follow-up;

i. Assess and recommend to Hospital’s Administration and the Administrative Director of replantation, plastic, or micro surgery specialist services a sufficient number of qualified and competent staff members to provide patient care;

j. Assess and recommend to Hospital’s Administration and the Administrative Director of replantation, plastic, or micro surgery specialist services the need for capital expenditure for equipment, supplies and space required to maintain and expand replantation, plastic, or micro surgery specialist services;

k. Provide for the education of Medical Staff and Hospital personnel, residents and medical students in a defined organized structure and as the need presents itself;

l. Monitor the use of equipment and report any malfunction to Hospital Administration and the Administrative Director of replantation, plastic, or micro surgery specialist services;
m. Assist Hospital in the selection of outside sources for needed medical professional services;

n. Assist Hospital in the appeal of any denial of payment of Hospital charges; and

o. Assist Hospital’s Administrative Director of replantation, plastic, or micro surgery specialist services with the performance of such other administrative duties as necessary to operate replantation, plastic, or micro surgery specialist services.

2.5 **Time Studies.** Provider shall record in hourly increments time spent in teaching, administration and supervision. Provider shall choose to report a week he/she worked the entire week, ideally with a different week chosen each month, so there is an even distribution of weeks throughout the year. Provider shall submit such time studies to Hospital’s Fiscal Services Department by the 12th of each month. Failure to submit the required time study by the 12th of each month will delay that month’s payment until the time study is received. A copy of the **PHYSICIAN’S 2 WEEK TIME STUDY** is incorporated herein as Attachment AA.@

2.6 **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 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.

2.7 **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.

2.8 **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 to maintain for its direct employees coverage for industrial insurance pursuant to the terms of this Agreement. Hospital agrees and understands that Provider
maintains Member Practice Agreements with faculty members of the University of Nevada School of Medicine, as well as Independent Contractor Agreements with community physicians. Accordingly, the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada School of Medicine will maintain industrial insurance programs/programs of self insurance for its faculty members. Additionally, all independent contractors will maintain their own industrial insurance programs as required in the Agreement. Provider assumes no responsibility for failure by NSHE or independent contractors to maintain such programs of insurance. If NSHE does not maintain coverage for its faculty members, if Provider’s independent contractors do not maintain coverage or if Provider does not maintain such coverage for its direct employees, Provider agrees that Hospital may withhold payment, solely related to the serviced provided by the party(ies) that failed to maintain the required industrial insurance, order Provider to stop work, suspend the Agreement or terminate the Agreement.

2.9 **Professional Liability Insurance:**

a. Provider, through the Nevada System of Higher Education on behalf of Provider, shall carry professional liability insurance on its Member Physicians that are direct employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical and Dental Staff. For Member Physicians that are faculty members of the University of Nevada School of Medicine, the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine shall carry professional liability insurance for such faculty members in accordance with the minimums prescribed above; however, such liability will be limited to seventy-five thousand dollars ($75,000) per cause of action in tort and the defense of sovereign immunity will be asserted in all cases in accordance with Nevada State Law under NRS 41.0305 to 41.039. For Member Physicians that are independent contractors of Provider, each independent contractor will carry professional liability insurance at its own expense in accordance with the minimums prescribed above. All said insurances shall annually be certified to Hospital’s Administrator and Medical Staff, as necessary.

b. Provider’s Principal Physician is covered for the performance of administrative duties under Hospital’s current Director and Officers Liability policy.

2.10 **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.

2.11 **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.
2.12 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-1329d-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.

2.13 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 Administrator in a reasonable time prior to such absence, however, such absence shall not diminish the requirements for administration and supervision of the Department and Principal Physician shall arrange for administrative and supervisory coverage during his absence.

2.14 UMC Policy #1-66: Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #1-66, set forth in Attachment “B”, incorporated and made a part hereof by this reference.

2.15 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 Department (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 Department.

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 Department. 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 Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services: Hospital shall, at its expense, furnish the Principal Physician with ordinary janitorial service, in-house messenger service and telephone service as may be required by the administrative duties of Principal Physician. Hospital shall also 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 Department 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 Department 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 for a patient, provided that such independent physician is a member of Hospital’s Medical Staff.

IV. BILLING

4.1 Direct Billing:

a. Provider shall directly bill patients and/or third party payors for all professional components. Hospital shall provide, at Hospital’s expense, usual social security and insurance information to facilitate direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional components.

b. Provider agrees to maintain a mandatory assignment contract with Medicare.

c. Fees will not exceed that which is usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
e. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.2 Physician Billing/Compliance:

a. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider’s submission of claims and retention of funds for Provider’s services provided to patients at Hospital’s facilities (collectively “Billing Requirements”).

b. In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

1. To ensure that all claims by Provider for Provider’s services provided to patients at Hospital’s facilities are complete and accurate;

2. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any item or service that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital’s facilities;

3. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Direct Billing: Except as provided in Paragraphs 5.2 and 5.3, hereinbelow, each of Hospital’s patients receiving services from Provider shall be directly billed by Provider for such services.

5.2 Plastic / Micro Call: During the term of this Agreement and subject to paragraphs 7.5 and 7.13, hereinbelow, Hospital will compensate Provider One Thousand Two Hundred and 00/100 Dollars ($1,200.00) per day, on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for each day that Provider serves on plastic and micro surgery call.

5.3 Replantation Call: During the term of this Agreement and subject to paragraphs 7.5 and 7.13, hereinbelow, Hospital will compensate Provider Seven Hundred and 00/100 ($700.00) per day, on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for each day that Provider serves on replantation surgery call.

5.4 Resident Training: During the term of this Agreement and subject to paragraphs 7.5 and 7.13, hereinbelow, Hospital will compensate Provider Seventy-three Thousand and 00/100 ($73,000.00) per year at the rate of Six Thousand Eighty-three and 33/100 ($6,083.33) per month, on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month’s services training Hospital’s resident physicians.

VI. TERM/MODIFICATIONS/TERMINATION
6.1 **Term of Agreement:** This Agreement shall become effective on the 1st day of February 2008, and, subject to paragraphs 7.5 and 7.13, hereinbelow, shall remain in effect through the January 31, 2011.

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

   a. Any change of address of Provider;
   
   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.

6.3 **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 Director who is satisfactory to Hospital, as determined by Hospital’s Administrator 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 Director who is satisfactory to Hospital, as determined by Hospital’s Administrator in consultation with the Medical Executive Committee. [Hospital will not unreasonably withhold such acceptance/approval.].

   b. 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 Administrator; or

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

c. 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 JCAHO;

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.

6.4 Termination Without Cause: After the first anniversary date of this Agreement, either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

VII. MISCELLANEOUS

7.1 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.
7.2 **Amendments.** No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

7.3 **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.

7.4 **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.

7.5 **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.

7.6 **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.

7.7 **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.

7.8 **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.

7.9 **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 and state 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.

7.10 **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 Administrator.
Any disagreement between Provider and Hospital’s Administrator 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 Administrator 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 Administrator is announced. Both parties shall have the right to arbitrate any matter in accordance with the procedures of paragraph 7.9 (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.

7.11 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.

7.12 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 “C”. Provider is expected to immediately report to Hospital’s Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (702) 383-2208, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

7.13 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.

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

7.15 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 or its Division, Colleges or Departments to enable obligations to be fulfilled under the Agreement for the ensuing fiscal year or any art 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.

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

7.18 **Indemnification.**

a. To the extent authorized in accordance with NRS 41.010 to NRS 41.038 and any other statute, Hospital shall indemnify and hold harmless, Provider, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising either directly or indirectly, from any negligent act or failure to act by Hospital or any of its medical staff or employees, which may occur during or which arise out of the performance of this Agreement. Hospital will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions.

b. To the extent that NRS 41.0305 to NRS 41.039 is applicable to this Agreement and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, Provider shall indemnify, defend, and hold harmless Hospital from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Provider or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. Provider will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Provider’s indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to seventy-five thousand ($75,000) per cause of action.

c. in the event each of the parties is found to be at fault, then each shall bear its own costs and attorney’s fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

d. Each of the Party’s obligation 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.

7.19 **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.

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

7.21 **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.
dba Med School Associates South
2040 West Charleston Boulevard, Suite 400
Las Vegas, Nevada 89102

7.22 **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.

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

7.24 **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.

7.25 **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.

7.26 **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:

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

By: [Signature]
By: [Signature]

William Zamboni, MD Date

Kathleen Silver Date

President Interim Chief Executive Officer

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

By: [Signature]

John McDonald, MD, PhD Date

Hospital:

University Medical Center of Southern Nevada

By: [Signature]

Kathleen Silver Date

Interim Chief Executive Officer

John O. McDonald, MD, PhD Date
APPROVED AS TO FORM:

David Roger, District Attorney

By: _____________________________
    Holly Gordon, Deputy District Attorney
ATTACHMENT AA

MONTHLY PHYSICIAN TIME STUDY

Physician: ____________________________ Dept: ____________________________

Month: ____________________________

Time Study Conducted From: ____________________________ To: ____________________________

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

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

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

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

Physician Signature: ____________________________ Date: ____________________________

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SUBJECT: CONTRACTED OUTSIDE AGENCIES FOR SERVICES, STAFFING, AND EQUIPMENT

EFFECTIVE: 9/96 REVISED: 6/99, 10/01

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:

All agencies providing UMC with clinical care services for staffing and/or equipment must have a contract that contains the terms and conditions required by this policy.

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

The contract must be reviewed and approved by the Medical Executive Committee as demonstrated by the signature of the Chief of Staff.

The contract must be approved and executed by the Chief Executive Officer and/or the Board of Hospital Trustees prior to the commencement of services.

Products or services provided by vendors under contract with UMC, should be evaluated for priority utilization.

These products generally provide better quality, pricing and regulatory agency compliance for UMC. Variances from use of the contracted vendor will be reviewed for acceptability and the requestor will be required to provide justification for the variance.

Acceptable justification for variation from use, include:

- The contracted vendor is unable to provide the requested service or product.
- The patient’s third party payer requires utilization of another vendor via their contracts.

The contract must require the service agency to meet and adhere to all qualifications and standards established by hospital policies and procedures, by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and by all other applicable regulatory and/or credentialing entities with specific application to the service involved in the contract.

In the event a service agency 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 individual’s 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 and the clinical department directly impacted by the services provided under the contract. Human Resource will provide Employee Health with an on going list of these individuals and department in which they work.

Clinical Care Services:

The service agency may employ such allied health providers as it determines necessary to perform its obligations under the contract. For each such allied health provider (hereinafter the “individual”), the contract must provide that the service agency shall be responsible for furnishing hospital with evidence of the following:

1. The service agency 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 service agency has completed a pre-employment drug screen and 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.

3. The service agency 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.

4. The service agency has developed 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.

Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by hospital policies and procedures, by JCAHO 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 Human Resources Department.

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

7. The service agency has developed and furnished 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 service agency’s contract.

8. The service agency submits to hospital for annual review:
   a. The level of competence of the service agency’s allied health providers;
   b. The patterns and trends relating to the service agency’s use of allied health providers; and
   c. The service agency’s competence maintenance activities.

9. The service agency ensures that each allied health provider has acquired an identification badge from hospital’s Human Resources Department before commencing services at hospital’s facilities.

10. The contract requires the service agency, 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.

**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 agencies 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 contract must provide that each service agency providing medical equipment can assure 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 contract must provide that each service agency providing medical equipment must 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 service agency will provide reports of performance improvement activities at defined intervals.

A service agency providing direct patient care will collaborate, as applicable, with hospital’s Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.
Attachment “C”

Notice of False Claims and Statements

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

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

Federal False Claims Act

The Federal False Claims Act (the “Act”) applies to persons or entities that knowingly and willfully submits, cause to be submitted, conspires 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@umcsni.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.