

**PROFESSIONAL SERVICES AGREEMENT  
(Clinical Services)**

This Agreement, made and entered into as of the date last signed by the parties, 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”), **UNLV Medicine**, a Nevada nonprofit corporation, (hereinafter referred to as “UNLV Medicine”) and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas (the “University” or “UNLV”) Kirk Kerkorian School of Medicine (“UNLVSOM”). Hereinafter UNLV Medicine and UNLVSOM shall be collectively referred to as “Entities”. UNLV Medicine, UNLVSOM and Hospital may each individually be referred to as a “party” and collectively referred to as “parties.”

**WHEREAS**, Hospital is the operator of departments of surgery, plastic surgery, otolaryngology and trauma (collectively referred to herein as the “Department”) located in Hospital which requires certain Services (as defined below);

**WHEREAS**, UNLV Medicine is a Nevada nonprofit corporation that serves as the faculty practice plan of UNLVSOM, and provides billing, administrative, and management services to physicians who comprise the full- and part-time faculty of UNLVSOM (“Physicians”); and

**WHEREAS**, University is a state institution of higher education established by the Nevada Constitution, Article 11, Section 4, with the power and duty to operate, manage, control, and maintain UNLVSOM, whose missions are to teach medicine, to engage in research, and to provide clinical services to the community, with the power to employ, control, sanction or terminate those physicians who are members of the UNLVSOM faculty; and

**WHEREAS**, UNLVSOM and UNLV Medicine entered into an Operating Agreement with UNLVSOM dated April 27, 2017 and amended on December 6, 2019 and September 1, 2020, that outlines the terms upon which UNLV Medicine will serve as the faculty practice plan of UNLVSOM, including, but not limited to, the manner in which UNLVSOM is to provide support for UNLV Medicine; and

**WHEREAS**, Physicians are full- and part-time faculty members of UNLVSOM, are employed by UNLVSOM and have clinical and professional experience related to the provision of surgical services, including but not limited to certain services related to Hospital’s Level 1 Trauma Center.

**WHEREAS**, the Entities desire to contract for and/or provide for the Services in the specialty of general and specialized surgery, including any applicable surgical subspecialties in, plastics (micro and replantation), otorhinolaryngology, pediatrics, colorectal and oncology, as more specifically described herein and Hospital desires to engage the Entities to provide the services of Member Physicians to assist with the Services (as defined in Section 2.1) described herein.

**WHEREAS**, the Parties intend that this Agreement supersedes any previous agreements, written or oral, related to the Services described herein and with respect to the Department.

**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 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor (“M.D.”), doctor of osteopathy (“D.O.”), chiropractor, 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 have been accorded privileges to provide such care in Hospital. Advanced Practice Professionals to be utilized by UNLV Medicine for the provision of Services, if any, are listed on Exhibits A-1 through A-8, which shall be subject to change from time to time.
- 1.2 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Surgery, Department of Plastic Surgery, Department of Otolaryngology and Department of Trauma.
- 1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.4 Member Physicians. Physician(s) employed by UNLV SOM or contracted with UNLV Medicine which are mutually agreeable to Hospital (as listed on Exhibits A-1 through A-7 and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.
- 1.5 Services. Clinical services in the specialty of surgery, including all applicable surgical subspecialties as further described in the Service Line Exhibits (as defined below), performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to delivery to the Department and the Hospital certain Services to patients, 24 hours per day/seven days per week, as further described herein.

## II. ENTITIES’ OBLIGATIONS

- 2.1 Department Coverage for Services. The Entities, by and through Member Physicians, shall deliver to the Department the following Services:
  - a. Professional services in the best interest of patients, in a professional manner and in accordance with community standards;
  - b. Conduct and professionally staff Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate coverage. Physicians shall render and supervise Services and consult with the Medical Staff and Hospital when requested;
  - c. Provide Hospital with consultative coverage on a twenty-four (24) hour-a-day, seven (7) day-a-week. This coverage includes all Hospital inpatients, Hospital outpatients, Emergency Department patients and Trauma Department patients;

- d. Provide service on an emergency and on-call basis to meet the needs of Hospital's inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients;
- e. Cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;
- f. On an annual basis, UNLV SOM shall use reasonable best efforts to create a collaborative plan with Hospital for the provision of services in support of the medical resident program. Such plan shall include the involvement of the Hospital and will include the residency program's daily patient responsibility;
- g. 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;
- h. Coordinate and integrate clinically related activities both inter and intra departmentally within Hospital and its affiliated clinics;
- i. Such other Services, as more specifically described on Exhibit A-1 through Exhibit A-8, attached hereto and incorporated herein by reference (hereinafter referred to as the "Service Line Exhibits").

2.2 Administrative Services. During the Term, in addition to the Services provided by a Member Physician, UNLV SOM shall designate a Medical Director for Trauma, a Medical Director for Trauma ICU and a Medical Director for Burn Care Services (individually a "Medical Director" and collectively the "Medical Directors") for the provision for certain Administrative Services (as further defined in this Section 2.2). Among other Administrative Services detailed below, the Medical Directors shall be responsible for scheduling the call coverage services required for the operations of the Department in coordination with Hospital Administration and the Medical Staff Office. Deborah Kuhls, M.D. has been designated as the Medical Director for Trauma, Kevin Kuruvilla, M.D. has been designated as the Medical Director for Trauma ICU, and Syed Saquib, M.D. has been designated as the Medical Director for Burn Care Services. UNLV SOM may, from time to time, revise the named Medical Directors herein upon notice to and acceptance by Hospital.

In addition to the Medical Directors, the Hospital acknowledges and agrees that certain other administrative services may be performed by other qualified Member Physicians (each an "Administrative Physician") acceptable to Hospital for the furtherance of the operation of the Hospital and the Department. Hospital acknowledges and agrees that certain of the Administrative Services of the Administrative Physician(s) may be assigned to another qualified Member Physician acceptable to Hospital provided the same are documented in accordance with Section 5.3. The services of the Medical Directors and the Administrative Physician(s) shall collectively be referred to as the "Administrative Services". The Administrative Services are as follows:

- a. Work with Hospital to develop and administer Hospital's care pathways and enhance such pathways based upon Member Physicians' clinical experience as well as

development of Hospital's operational efficiency programs, including throughput improvement, utilization review and discharge planning;

- b. Oversee and supervise the overall operations of the Department and perform certain administrative, supervisory and education functions in relation to the operation of the Services, and as required from time-to-time by the Hospital's CEO, or his/her designee.
- c. Provide quarterly standardized reports on metrics, as requested by Hospital administration, including the CEO, COO, CNO, Patient Safety and Quality Committees, and/or his or her designees.
- d. Contribute to a positive relationship among Hospital's administration, the Medical Staff and the community;
- e. Promote the growth and development of the Department, in conjunction with Hospital, placing special emphasis on expanding diagnostic and therapeutic services;
- f. Inform the Medical Staff of new equipment and applications relevant to the Department;
- g. Recommend innovative changes directed toward improved patient services;
- h. 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;
- i. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
- j. Represent the Department on the Medical Staff committees and at Hospital department meetings as the need arises;
- k. 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;
- l. Assess and recommend to Hospital administration and to the Department the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;
- m. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure and as the need presents itself;
- n. Report any equipment malfunction to Hospital administration and the Department;
- o. Assist Hospital in the appeal of any denial of payment of Hospital charges; and
- p. Perform such other administrative duties as necessary to the Department as assigned.

The Medical Directors and each Administrative Physician shall be required to submit monthly time records which detail with reasonable specificity, the time spent performing the Administrative Services as further described in Section 5.3. The Parties acknowledge and agree that in the event a Service Line Exhibit is terminated pursuant to Article VI then the corresponding Administrative Services related thereto will likewise terminate.

### 2.3 Medical Staff Appointment.

- a. Member Physicians shall at all times be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any Member Physician who fails to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by UNLV Medicine. UNLV Medicine shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.4 below. In the event UNLV Medicine replaces or adds a Member Physician, such new Member 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. The Entities shall be fully responsible for the performance and supervision of any Member Physician and/or others under its direction and control, as applicable, in the performance of Services under this Agreement.
- c. Advanced Practice Professionals employed or utilized by the Entities must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Medical Staff Bylaws, Rules and Regulations and related policies and procedures.

### 2.4 Representations of the Entities.

- a. Each of UNLV Medicine and UNLVSOM represent and warrant that it:
  - i. UNLV Medicine, as a 501(c)(3), has a valid Nevada business identification number as well as all other filings to legally operate within Clark County and the State of Nevada. Furthermore, UNLV Medicine is currently in good standing with the Nevada Secretary of State and Department of Taxation, UNLVSOM holds all proper and necessary academic credentialing, certification, satisfactory graduate medical education surveys and approvals, as may be required of the ACGME or any equivalent group;
  - ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
  - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;

- iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
  - v. is not restricted under any third party agreement from performing the obligations under this Agreement;
  - vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
  - vii. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.
- b. Each of the Entities, on behalf of each Member Physician (and Advanced Practice Professional as applicable), represent and warrants to the best of its/their knowledge after reasonable inquiry that each Member Physician:
- i. is board certified or board eligible (pursuant to Medical Staff's delineation of privileges) in general surgery, as well as applicable subspecialty board certification in burn, plastic surgery, otorhinolaryngology, pediatrics, orthopedics, colorectal and oncology, as applicable;
  - ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
  - iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
  - iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
  - v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
  - vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
  - vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
  - viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
  - ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
  - x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

2.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. The Entities agree to notify Hospital in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this Agreement. Hospital shall, in its reasonable and good faith discretion, have the right to terminate this Agreement if Entities fail to notify the Hospital of such a breach and thereafter fails to remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

- 2.6 Independent Contractor. In the performance of the work duties and obligations performed by Entities under this Agreement, it is mutually understood and agreed that the Entities are and/or Member Physicians are, at all times, acting and performing as independent contractors practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which the Entities shall perform its work and functions.
- 2.7 Industrial Insurance.
- a. As independent contractors, the Entities shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Advanced Practice Professionals, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
  - b. The Entities agree, 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. The Entities agree to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If the Entities do not maintain such coverage, the Entities agree that Hospital may withhold payment, order the Entities to stop work, suspend the Agreement or terminate the Agreement.
- 2.8 Professional Liability Insurance. The Entities shall carry professional liability insurance on the Member Physicians and Advanced Practice Professionals, at its own expense in accordance with the minimums required by applicable law and the Medical and Dental Staff Bylaws. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.
- 2.9 Personal Expenses. The Entities shall be responsible for all its Member Physicians', Advanced Practice Professionals' (if and as applicable), as well as any of the Entities' employees' 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.
- 2.10 Maintenance of Records.
- a. All medical records, histories, charts and other information regarding patients treated at Hospital or matters handled by Member Physicians 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. The Entities shall have access to and may copy relevant records upon reasonable notice to Hospital.
  - b. UNLV Medicine shall ensure that Member Physicians complete all patient charts in a timely manner in accordance with the standards, Hospital policies and recommendations, The Joint Commission, CMS and Regulations of the Medical and Dental Staff, as may then be in effect, which policies are available for review upon request.

2.11 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. The Entities shall use reasonable efforts to preserve the confidentiality of Protected Health Information received 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 Entities 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, Entities and their respective employees and other representatives and Member Physicians to have access to and use of Protected Health Information for purposes of the OHCA. Hospital, the Entities, and Member Physicians 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.

2.12 UMC Policy #I-66. The Entities 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, as may be amended from time to time.

### **III. HOSPITAL'S OBLIGATIONS**

3.1 Space, Equipment, Supplies and Technical Support.

- a. Hospital shall provide appropriate space within Hospital for the Department (excluding Entities’ private office space) for Departmental obligations; however, the Entities 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 provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records (HIM) and Nursing.

3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, 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 Entities, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the 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 may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

3.4 Representations of Hospital.

- a. Hospital represents that:

- i. Hospital is an instrumentality of Clark County, a political subdivision of the State of Nevada and a tax-exempt organization under section 501(c)(1) of the Internal Revenue Code,
- ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- iv. at all times will comply with all applicable laws and regulations in the performance of its obligations under this Agreement;
- v. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- vi. has not materially misrepresented or omitted any facts necessary for the Entities to enter into this Agreement.

3.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Hospital agrees to notify the Entities in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations contained in Section 3.4 or elsewhere in this Agreement. The Entities shall, in their reasonable and good faith discretion, have the right to terminate this Agreement if Hospital fails to notify Entities of such a breach.

#### IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, UNLV Medicine shall directly bill patients and/or third party payers for all professional components. The Entities shall have access to the billing information through the Hospital's EHR system; provided however, in the event such access or information is unavailable, Hospital shall provide timely response to reasonable requests of the Entities for information needed to facilitate such 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 component fees. UNLV Medicine agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees will not exceed those which are usual, reasonable and customary for the community.
- 4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, UNLV Medicine agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. The Parties agree 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 UNLV Medicine's submission of claims and retention of funds for Entities' services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, each of the Entities agree:
- a. To use its commercially reasonable efforts to require that all claims by Entities for Entities' Services delivered to patients at Hospital's facilities are complete and accurate;
  - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that the Entities do not bill for any items or services that have been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
  - c. To keep current on applicable Billing Requirements as the same may change from time to time.

#### V. COMPENSATION

- 5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital will compensate Entities for the Services in the monthly and annual amounts set forth in the Service Line Exhibits. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Payment shall be made on the third (3<sup>rd</sup>) Friday of each month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following Monday, for the previous month's Services.

- 5.2 Compensation for Administrative Services. As compensation for the Administrative Services as described in Section 2.2, Entities shall be entitled to an hourly compensation for the Medical Directors of Trauma, Trauma ICU and Burn Care Services the amount of One Hundred Ninety Dollars (\$190.00) per hour for up to eighty (80) hours per month for the Medical Director of Trauma, and twenty-five (25) hours per month for each of the Medical Directors of Trauma ICU and Burn Care Services, as documented and verified pursuant to accurate and complete time records submitted by the respective Medical Director. For additional Administrative Services of an Administrative Physician, the Entities shall be entitled to an hourly compensation of One Hundred Eighty-Five Dollars (\$185) per hour for up to forty (40) hours per month, as documented and verified pursuant to accurate and complete time records submitted by the respective Administrative Physician.
- 5.3 Time Studies/Payment. Administrative Physicians shall record in hourly increments time spent on the various responsibilities for the Administrative Services on a weekly basis, and via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Administrative Physicians shall submit such time studies to the Hospital's Fiscal Services Department by the 12<sup>th</sup> of each month for the preceding month. Failure to submit the required time study by the 12<sup>th</sup> of each month will delay that month's payment until the time study is received. UNLV Medicine will be paid on the third (3<sup>rd</sup>) Friday of each month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following business day for the previous month's Administrative Services.
- 5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties through a process of arm's length negotiations resulting in compensation for Services rendered by each Member Physician to be fair market value and commercially reasonable for the Services, and the Administrative Services, provided hereunder.

## **VI. TERM/MODIFICATIONS/TERMINATION**

- 6.1 Term of Agreement. This Agreement shall become effective on June 1, 2024 (the "Effective Date"), and subject to Section 7.5, shall remain in effect through May 31, 2026 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew the Agreement no later than ninety (90) days prior to the termination of the then applicable Initial Term or Successive Term (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2. Modifications. Within three (3) calendar days, each party shall notify the others in writing of:
- a. Any change of address;
  - b. Any material change in membership or ownership of a party;
  - c. Once a party becomes aware of any action against the license of any Member Physician;

- d. Once a party become aware of any action commenced against anyof the parties which could materially affect this Agreement; or
- e. Once a party becomes aware of any other occurrence known to it that could materially impair that party's ability to carry out the duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate in its entirety upon the exclusion of either party from participation in any federal health care program.
- b. This Agreement, in its entirety or with respect to any Service Line Exhibit, 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 (or such earlier time period required under this Agreement) after written notice of said breach:
  - 1. Professional misconduct by any Member Physicians or Advanced Practice Professionals as determined by the Bylaws, and the appeal processes thereunder if such Member Physician is not timely removed by UNLV Medicine; or
  - 2. Conduct by any Member Physicians or Advanced Practice Professionals 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 or Medical Staff, and if upon notice and request by Hospital, UNLV Medicine does not remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction; or
  - 3. Disputes among the Member Physicians, partners, owners, principals, of the Entities that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or
  - 4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by UNLV Medicine; or
  - 5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement, in its entirety or with respect to any specified Service Line Exhibit, may be terminated by either Entity 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 loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
  2. Hospital at any time engages in any criminal conduct or fraud that either Entity reasonably determines is harming or is likely to materially harm the goodwill or reputation of either Entity; or
  3. The failure of Hospital to maintain full accreditation by The Joint Commission; or
  4. Failure of Hospital to compensate the Entities in a timely manner as set forth in Section V above; or
  5. Breach of any material term or condition of this Agreement.
- 6.4 Termination Without Cause. After one year from the Effective Date, any party may terminate this Agreement, in its entirety or with respect to any specified Service Line Exhibit, without cause, upon One Hundred Eighty (180) days written notice to the other party. If Hospital terminates this Agreement or a Service Line Exhibit, the Entities waive any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to the Entities for Services rendered under the terms of this Agreement. If the Entities terminate this Agreement, in its entirety or with respect to a specified Service Line Exhibit, without cause consistent with the terms as set forth hereunder in section 6.4, Hospital waives any cause of action or claim for damages arising out of or related to, the termination by the Entities.
- 6.5 Fair Market Value Review. In the event a party determines that there has been a material change to its payor mix, patient volume or other key indicator necessary to determining fair market value compensation under this Agreement, such party will submit a notice to request a new calculation of the service level value ("Notice for Calculation of FMV" or "Notice") to the other party(ies). In the Notice for Calculation of FMV, the party will set forth the material change it believes necessitates an increase or reduction in the compensation paid hereunder and the parties may jointly engage the services of a mutually agreeable third-party valuation expert to reassess the commercial reasonableness and fair market value compensation paid under the terms of this Agreement. The Notice will be sent in accordance with Section 7.18 and the parties agree to meet within thirty (30) days of the receipt of the Notice with the intent that any required amendment be completed within one hundred and eighty (180) days, unless the parties mutually agree to extend such timeframes while good faith negotiations continue.

## **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, Entities 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 those services. If the Entities carry 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; provided however, Hospital acknowledges and agrees that UNLV SOM has assigned its right to receive all compensation arising out of this Agreement to UNLV Medicine. 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 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.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (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. 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.
- 7.6 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.
- 7.7 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 the Entities shall be kept in the strictest confidence by the Entities and its employees and contractors in accordance with applicable law.
- 7.8 Corporate Compliance. The Entities each recognize 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, Entities agree 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 the Entities upon request.

7.9 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.

7.10 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 (as defined in 31 U.S. Code § 3729 (b)(1)(A)(i-iii)) 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 that the provider knows were not medically necessary. Violation of the Federal 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. The parties are 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 1**. The Entities are expected to immediately report to Hospital's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which either of the Entities believe, 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. Hospital, should it become aware of any similar violations, shall in good faith, report such information to the UNLV Medicine

Compliance officer at its earliest reasonable opportunity.

- 7.11 Federal, State, Local Laws. Each party hereto will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 Financial Obligation. The Entities shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 Force Majeure. The parties hereto shall not be liable for any delays or failures in performance due to circumstances beyond their control.
- 7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 Mutual Indemnification. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, 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, the Entities shall indemnify, defend, and hold harmless Hospital from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by the Entities or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent expressly authorized by Nevada law, Hospital shall indemnify, defend, and hold harmless the Entities from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by Hospital or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

- 7.16 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 draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Each party shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 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 a party may specify in writing to the other party:



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

To UNLV Medicine: UNLV Medicine  
Attn: Chief Executive Officer  
3016 West Charleston Blvd., Suite 100  
Las Vegas, NV 89102

To UNLVSOM: UNLV Kirk Kerkorian School of Medicine  
Attn: Dean  
3014 West Charleston Blvd., Suite 150  
Las Vegas, NV 89102

- 7.19 Publicity. Neither Hospital, nor the Entities 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.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 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.
- 7.22 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 Entities, 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.
- 7.23 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.
- 7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.
- 7.25 Other Agreements. The Entities and Hospital are parties under certain other professional services agreement for (i) Women's Care Services; (ii) Psychiatry Services; (iii) Internal/Family Medicine Services; and (iv) certain trauma call panel services necessary

for the Hospital's level one Trauma Center (split with other physicians not currently affiliated with UNLV Medicine).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ENTITIES:  
**UNLV Medicine, Inc.**

HOSPITAL:  
**University Medical Center of Southern Nevada**

By: \_\_\_\_\_  
Name: Joanne Strobbe, M.Ed.  
Its: President & Chief Executive Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mason VanHouweling  
Its: Chief Executive Officer  
Date: \_\_\_\_\_

**The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas Kirk Kerkorian School of Medicine**

*Recommended:*

By: \_\_\_\_\_  
Name: Marc J. Kahn, MD, MBA  
Its: Dean, UNLV Kirk Kerkorian School of Medicine  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Chris L. Heavey, PhD.  
Its: Executive Vice President and Provost  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Keith E. Whitfield  
President

Date: \_\_\_\_\_

*Approved as to legal form:*

By: \_\_\_\_\_  
Elda Luna Sidhu, General Counsel

*Approved:*

By: \_\_\_\_\_  
Patricia Charlton  
Chancellor

**EXHIBIT A-1**  
**Otorhinolaryngology Surgery**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-1, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's otorhinolaryngology surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,500.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$547,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Robert Wang  
Matthew Ng  
Oluwafunmilola Okuyemi  
Jo-Lawrence Bigcas  
Harry Ching

Peter Kim  
Suparna Shah  
Sisi Tian  
Desiree Castonguay  
McKell Prince

**EXHIBIT A-2**  
**Plastics, Micro and Replantation**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-2, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's plastics, micro and replantation inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,900.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$693,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Richard Baynosa	Joshua MacDavid
John Brosious	Barry Claman
John Menezes	Casey Giles
Joshua Goldman	Angelie Teng
Ashley Pistorio	
Meenakshi Rajan	

## **EXHIBIT A-3 Pediatric Surgery**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-3, which shall be performed pursuant to the following requirements:

### Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's pediatric surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

### Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,300.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$474,500.00**.

### Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

### Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Mike Scheidler  
Sara Chang

Kitzy Winn

**EXHIBIT A-4**  
**Colorectal Surgery**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-4, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's colorectal surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$400.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$146,000.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Ovunc Bardakcioglu  
Joe Thornton  
Lance Horner

Jennifer Ramirez

**EXHIBIT A-5**  
**Trauma and Trauma ICU Services**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-5, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's Trauma ICU patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Provide 24/7/365 secondary on-call coverage to Hospital's Trauma Department with daily rounds and consultative coverage in the trauma intensive care unit.
3. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$2,500.00 per day** for the Trauma Services set forth in this Exhibit, for an **annual amount not to exceed \$912,500.00**. Additionally, subject to Section 5.1, Hospital will also compensate Provider **\$2,000.00 per day** for the Trauma ICU Services set forth in this Exhibit, for an **annual amount not to exceed \$730,000.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Trauma Services Member Physicians and Advanced Practice Professionals:

Deb Kuhls	Lisa Angotti (USAF)
Syed Saquib	Keith Berry (USAF)
Allison McNickle	Erin Caverly (USAF)
Jared Griffard	Harris Kashtan (USAF)
Kevin Kuruvilla	Jeffrey Lewis (USAF)
Stephanie Martinez	Brian O'Connell (USAF)
Rabia Nazamani	Emily Tibbits (USAF)
	Irma Fleming
	Manrique Guerrero
	Thomas Mitchell

Trauma ICU Services and backup Trauma Services Member Physicians and Advanced Practice Professionals:

Deb Kuhls	Lisa Angotti (USAF)
Syed Saquib	Keith Berry (USAF)
Allison McNickle	Erin Caverly (USAF)
Jared Griffard	Harris Kashtan (USAF)
Kevin Kuruvilla	Jeffrey Lewis (USAF)
Stephanie Martinez	Brian O'Connell (USAF)
Rabia Nizamani	Emily Tibbits (USAF)
	Irma Fleming
	Manrique Guerrero
	Thomas Mitchell



**EXHIBIT A-6**  
**General Surgery Services**

UNLVSOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-6, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's surgery services patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$2,500.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$912,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Brian Ward  
Annabel Barber  
Dan Kirgan  
Charles 'Randy' St Hill  
Jenifer Baynosa  
Deb Kuhls  
Syed Saquib  
Allison McNickle  
Jocelyn Burke  
Yvonne Carter  
Lorena Suarez-Kelly  
Jared Griffard  
Kevin Kuruvilla  
Rabia Nizamani  
Stephanie Martinez  
Joshua MacDavid  
Vanessa Tobias

David Colangione (USAF)  
Bentley Massy (USAF)  
William Pinette (USAF)  
James Poling (USAF)  
Taylor Schanda (USAF)  
Matthew Schreiner (USAF)  
Lisa Angotti (USAF)  
Keith Berry (USAF)  
Erin Carverly (USAF)  
Harris Kashtan (USAF)  
Jeffrey Lewis (USAF)  
Brian O'Connell (USAF)  
Emily Tibbits (USAF)

**EXHIBIT A-7**  
**Burn Care Services**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-7, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's burn care patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$3,500.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$1,277,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Sayed Saquib  
Stephanie Martinez  
Rabia Nizamani

Manrique Guerrero  
Thomas Mitchell  
Irma Fleming

**EXHIBIT B**  
**STANDARDS OF PERFORMANCE**

UNLV Medicine shall, and require that all Member Physicians shall, comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference. Those standards of performance are as follows:

- a. Adhere to Hospital's established standards and policies for providing exceptional patient care and 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. If any Member Physicians are employed under the J-1 Visa waiver program, UNLV Medicine will so advise Hospital, and UNLVSOM 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. Maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct;
- d. Comply with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission, CMS and Hospital policy;
- e. Be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol);
- f. Assist Hospital with improvement of patient satisfaction and performance ratings;
- g. Perform appropriate clinical documentation utilizing the hospital EHR;
- h. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA");
- i. Comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Entities by Hospital. Specifically, the Entities and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures;
- j. Comply with Hospital's Equal Opportunity, Non-Discrimination, and Anti-Harassment Action Plan;
- k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and

continuity of patient care, in the event a Member Physician requires the services of a medical specialist, Entities shall use commercially reasonable efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Entities or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law");

- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's primary care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge continuity of care. However, nothing in this Agreement shall be construed to require a referral by Entities or any Member Physician;
- m. Agree to participate in certain quality reporting systems established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by the Entities pursuant to this Agreement;
- n. Meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections;
- o. Work in the development and maintenance of key clinical protocols to standardize patient care;
- p. Maintain compliance with applicable core value based measures that meet or exceed the national averages;
- q. Maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Entities and Member Physicians;
- r. Require that all medical record charts will be completed and signed by Member Physicians in accordance with the guidelines and timeframes set forth in the UMC Medical and Dental Staff Bylaws, and related Rules and Regulations;
- s. Maintain a score within ten percent (10%) of Vizient compare for its thirty (30) day readmission score for related admissions;

- t. Upon request from the Hospital, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice. Hospital staff/analysts can support requested data collection in collaboration with the Entities;
- u. Be in 100% compliance with Drug Wastage Policy. Member Physicians shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents;
- v. Collaborate with Hospital leadership to minimize and address staff and patient complaints. The Entities shall participate with Hospital's Administration in staff evaluations and joint operating committees;
- w. Participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as the appropriate;

## Attachment 1

### 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 submit, cause to be submitted, and 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, among other actions, "knowingly":

- Presents 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 Rani Gill, the Corporate Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://umcsn.silentwhistle.com>. 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 [Rani.Gill@umcsn.com](mailto:Rani.Gill@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.