

**PROFESSIONAL SERVICES AGREEMENT  
(Individual Diagnostic Teleradiology Coverage)**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 //NAME//, a licensed Nevada physician with his/her principal place of business at //ADDRESS// (hereinafter referred to as “Provider”);

**WHEREAS**, Hospital is the operator of a Radiology Department located in Hospital which requires certain Services (as defined below);

**WHEREAS**, Hospital recognizes that the proper functioning of the Department requires Services from a physician who has been properly trained and is fully qualified and credentialed to practice medicine as a diagnostic radiologist via teleradiology; and

**WHEREAS**, Provider desires to contract for and provide said Services in the specialty of diagnostic radiology, as more specifically described herein.

**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 Teleradiology Services. Provider’s duties and obligations hereunder shall be to provide diagnostic radiology services via teleradiology for the Designated Facilities (as defined herein) at such days and times set forth in this Agreement.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Radiology.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

**II. PROVIDER’S OBLIGATIONS**

- 2.1 Services. Provider shall deliver to the Department and Hospital certain diagnostic teleradiology services (collectively the “Services”) for Hospital’s specified locations (the “Designated Facilities”), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.
- 2.2 Medical Staff Appointment.
  - a. Provider shall at all times hereunder, be a member in good standing of Hospital’s Medical Staff with appropriate clinical credentials and appropriate Hospital privileges. If Provider fails to maintain staff appointment of clinical privileges in good standing, Provider will not be permitted to render the Services and will be replaced promptly by Hospital. Hospital shall replace Provider who has been 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 2.3 below. 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. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider. Provider represents and warrants that he/she:

- a. is Board Certified in Radiology;
- b. possesses an active license to practice medicine from the State of Nevada, and the applicable State licensing authority from the location he/she is reading from, each of which is in good standing;
- c. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, if and as applicable;
- d. 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;
- e. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- f. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
- g. 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;
- h. at all times will comply with all applicable laws and regulations in the performance of the Services; and
- i. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to meet any of the requirements in this Agreement after a period of three (3) calendar days. Additionally, Provider must timely submit any requested documentation of the UMC medical staff office related to his or her location where the Services are performed in order to ensure for the proper credentialing of the Provider. Provider shall be required to submit any change in such location with 60 days prior written notice to UMC's medical staff office.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of

medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform his/her work and functions.

2.6 Industrial Insurance.

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for his/her employees as required by the industrial insurance laws of the State of Nevada, as applicable.
- b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement, if and as required. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on him/herself and any employees providing these Services, at his/her own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

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

2.9 Maintenance of Records.

- a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases 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 Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any

current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), all collectively referred to as “HIPAA Regulations”. Provider shall preserve the confidentiality of Protected Health Information (“PHI”) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make his/her internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. 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 Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient’s PHI 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 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to Provider upon request.

### III. HOSPITAL’S OBLIGATIONS

#### 3.1 Teleradiology Equipment and Technology Support.

- a. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Services on behalf of the Designated Facilities. A list of the equipment is set forth on **Attachment 2**, and is subject to change from time to time. Provider shall be required to keep and maintain said equipment in good order and repair and will be asked to sign an Equipment Attestation, in the form attached hereto as **Attachment 2**.
- b. All equipment provided by Hospital is owned by Hospital and will remain the possession of Hospital. Upon receipt of the equipment, Provider will review the item list and confirm all items are received. Provider will also confirm serial numbers or other identifying information is correct. The Equipment Attestation

must be signed and sent back to the Hospital at such address as set forth on **Attachment 2**. If any of the equipment provided by UMC is defective or appears to be damaged, the provider should contact Hospital immediately.

- c. In the event the equipment is not returned, or is returned damaged (except ordinary wear and tear), Provider agrees that an amount equal to the repair or replacement cost of the equipment, may be deducted from any outstanding compensation due and owing under this Agreement. Amounts remaining due and owing after any offset, will be invoiced to Provider.
- d. For technical support, Provider should call Hospital's IT Support Center at **(702) 383-2227**. Hospital will support all Hospital-owned equipment, with the demarcation of UMC's responsibility at the firewall device. Hospital staff may utilize remote access and remote control software to assist with troubleshooting and resolution of issues, provided however, Provider must allow access to the computer by Hospital IT staff. At no time will Hospital support or troubleshoot issues with Provider's internet connection, personally owned equipment, or configurations not set and managed by Hospital. Support of personally owned equipment and services is the sole responsibility of Provider.

- 3.2 **Hospital Services**. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services, as applicable.
- 3.3 **Personnel**. Other than Provider, 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 Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the 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, provided that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

#### **IV. BILLING/CREDENTIALING**

- 4.1 **Assignment of Billing**. Provider shall not bill any patients and/or third party payors for professional components. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is responsible for all the billing or collection of professional components. Provider agrees cooperate with the completion of all documentation necessary to assign his professional fee billings to Hospital.
- 4.2 **Credentialing**. Provider shall actively participate and cooperate with the medical staff enrollment team to complete the Medicare/Medicaid and all commercial payer enrollment forms necessary for the credentialing process.

## V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider \$3,575.00 per shift for the performance of the Services provided by Provider, with a total annual expected base compensation of \$643,500.00. Provider may at hospital request work additional shifts, provided however the annual compensation shall not exceed the total annual amount of \$804,375.00. 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 and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1<sup>st</sup>) day of each month. Payment will be made on the third (3<sup>rd</sup>) Friday of each following month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

Payments to Provider shall be directed to the address in Section 7.18.

5.2 Time Tracking. Provider shall record his/her time for the Services via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time.

5.3 Failure to Respond. Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with Exhibit A.

5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

## VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on \_\_\_\_\_, 2024, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on \_\_\_\_\_, 2025 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "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, Provider shall notify Hospital in writing of:

- a. Any change of address of Provider;
- b. Any action against the license of Provider;
- c. Any breach of a representation or warranty as required under Section 2.3; or
- d. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out his/her duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program;

- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within ten (10) days (or such earlier time period required under this Agreement) after written notice of said breach:
  - i. Professional misconduct by Provider as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder;
  - ii. Conduct by Provider, 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;
  - iii. Absence of Provider from providing the Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by other providers, providing these Services under separate agreements. Such adequacy will be determined by Hospital;
  - iv. Provider's failure to meet productivity requirements, failure to log into the PACS system, and/or failure to provide adequate hardware or internet to perform providers duties;
  - v. The inability of Provider to be credentialed as a Provider on any third party payor agreement required by Hospital, including commercial and/or government payors; or
  - vi. 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 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:
  - i. The exclusion of Hospital from participation in a federal health care program;
  - ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
  - iii. The failure of Hospital to maintain full accreditation by The Joint Commission;
  - iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
  - v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon one hundred eighty (180) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

## 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. Section 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 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 thirtieth (30<sup>th</sup>) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30<sup>th</sup>) 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 databases 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.

In addition, Provider acknowledges that Hospital is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Hospital receives a demand for the disclosure of any information related to this Agreement which Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider shall indemnify, defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

- 7.8 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 Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.
- 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. Accepting 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. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.
  - 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 Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member 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. The Hospital



- 7.19 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.
  
- 7.20 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 immediately be 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/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.
  
- 7.23 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 Board Approval. The parties agree that this Agreement shall have no force and effect unless and until it has been approved by the appropriate governing body of the Hospital in accordance with applicable law and delegations of authority under Clark County Ordinance, board resolution, and/or applicable Hospital policy and procedure.
  
- 7.25 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

None

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

Provider:

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mason Van Houweling  
Chief Executive Officer

## **EXHIBIT A SERVICES**

Provider to provide the Services in accordance with the following requirements:

### Teleradiology Services:

Provider's duties and obligations hereunder shall be to provide the Services for the Designated Facilities for fifteen (15) 10-hour shifts, as scheduled by Hospital. The schedule is anticipated to include 180 shifts and consist of seven (7) days on-duty, followed by seven days off-duty for the Term of this Agreement. During the time when Provider is scheduled to provide the Services, he/she shall be available by telephone. Provider shall respond to calls in accordance with Hospital policies and guidelines. It is expected that Provider shall read a minimum of eighty (80) reads per shift, approximately fifty percent (50%) plain film and fifty percent (50%) cross-sectional, or as otherwise assigned. Notwithstanding any other productivity measure, Provider shall complete all work in a timely manner each shift as assigned to Provider by Hospital.

Designated Facilities: All Services are to be performed for following locations of UMC Hospital:

UMC Hospital – 1800 West Charleston Blvd., Las Vegas, Nevada 89102

- University Medical Center of Southern Nevada – Level I Trauma Center
  - 1800 West Charleston Blvd, Las Vegas, Nevada 89102
- Clinic sites:
  - Nellis Quick Care:
    - 53 N. Nellis Blvd Suite 61, Las Vegas, NV 89110
  - Enterprise Quick Care:
    - 1700 Wheeler Peak Drive, Las Vegas, NV 89106
  - Summerlin Quick Care:
    - 2031 N. Buffalo Dr, Las Vegas, NV 89128
  - Rancho Quick Care:
    - 4231 N. Rancho Dr, Las Vegas, NV, 89130
  - Spring Valley Quick Care:
    - 4180 S. Rainbow Blvd Suite 810, Las Vegas, NV 89103
  - Pecolle Ranch Quick Care:
    - 9320 West Sahara Ave, Las Vegas, NV 89117
  - Centennial Hills Quick Care:
    - 5785 Centennial Center Blvd, Las Vegas, NM, 89149
  - Blue Diamond Quick Care:
    - 4760 Blue Diamond Road, Suite 110, Las Vegas, NV 89139
  - Sunset Quick Care:
    - 525 Mark St, Henderson, NV 89104
  - UMC Express Care at LAS: McCarran Int'l Airport:
    - 5757 Wayne Newton Blvd, Las Vegas, NV 89119
  - Aliante Quick Care:
    - 5860 Losee Road, North Las Vegas, NV 98081
  - UMC Orthopedic and Spine Institute
    - 2231 W Charleston Blvd, Las Vegas, Nevada 89102

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

Provider shall comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall operate and conduct him/herself 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 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, Provider shall be free to perform private practice at other offices and hospitals. If Provider is employed under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- e. Provider shall perform appropriate clinical documentation.
- f. Provider shall 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 laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- g. Provider shall 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 Provider by Hospital. Specifically, Provider shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, and any and all applicable policies and/or procedures.
- h. Provider shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.
- i. 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 Provider requires the services of a medical specialist, Provider shall use its best 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 Provider, and in no event is Provider required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Provider within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in Provider's judgment. The parties agree that this provision concerning referrals by Provider 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").

- j. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") 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 Provider pursuant to this Agreement.
- k. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

## 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, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. 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 federally funded healthcare programs.

### *Federal False Claims Act*

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

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, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) 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 may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (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 imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) 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 six (6) months to one (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 one (1) to four (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, Waste, Abuse and False Claims*

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at <http://www.goldenegg.ethicspoint.com>, or by contacting the UMC Compliance Officer at [Rani.Gill@umcsn.com](mailto:Rani.Gill@umcsn.com) or (702) 383-6211.

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



**ATTACHMENT 2  
EQUIPMENT ATTESTATION**

All equipment provided by Hospital, as listed below, is owned by Hospital and will remain the possession of Hospital. Upon receipt of the equipment, Provider will review the item list, inspect the equipment, and confirm all items are received. The Provider will also confirm serial numbers or other identifying information is correct. As evidenced by signature below, none of the equipment provided by Hospital is defective or appears to be damaged. In the event, Provider determines the Equipment is damaged, it is his or her responsibility to notify hospital at the contact information listed below.

**Equipment Provided by UMC [INSERT SERIAL NUMBERS AS APPLICABLE]**

**\*Subject to change**

- (1) **HP Z2 G9 Core i7 with 32GB RAM, 1TB HDD**
- (1) **NVidia GE Force RTX 3060 – 12GB RAM**
- (2) **Dell P2723QE 4K Monitors for Epic and work queue management**
- (1) **Dell U3224KB 6K Monitor for image reading**
- (1) **Mini DP to Display port 1.4 8K 60Hz cable**
- (3) **Standard HDMI cables**
- (1) **Philips SMP3700 microphone**
- (1) **Gaming-quality Mouse**
- (1) **Gaming-quality Keyboard**
- (1) **Meraki M75 Hardware Endpoint VPN**

The undersigned, acknowledges and agrees, that all of the above-listed equipment has been received and appears to be in good working order.

\_\_\_\_\_  
[INSERT NAME], Provider

Upon termination of Provider’s relationship with Hospital, all equipment will be returned to the address set forth below. An item list, mailing label and supplies, and instructions will be provided by UMC IT. The signed item list with an accounting of all equipment being returned must be included in the box.

**See Technical Support contact information: call Hospital’s IT Support Center at (702) 383-2227.**

**Return equipment to the following address:**           University Medical Center  
Attn; IT Services Division  
1800 W. Charleston Blvd  
Las Vegas, Nevada 89102