

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this 5th day of May 2025 by and between NYE COUNTY (hereinafter "County"), a political subdivision of the State of Nevada and Vista Health (hereinafter also referred to as "Contractor").

WHEREAS the County from time to time requires the services of independent contractors; and

WHEREAS it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interest of the County; and

WHEREAS Dr. Irfan Mirza of the Vista Health (the "Group" or "Contractor") agrees to provide

WHEREAS Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and tender the professional services hereinafter described; and

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. EFFECTIVE DATE AND TERMS OF AGREEMENT

This Agreement shall not become effective until and unless approved by the County. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

2. SCOPE OF SERVICES

The contractor shall provide general primary care medical services to include the diagnosis and medically necessary treatment of common illnesses, chronic conditions, first aid, first response emergency care, or care coordination, including referring and arranging for medically necessary outpatient, inpatient and/or specialist care as necessary as further delineated in Exhibit 1.

3. DEFINITIONS

"Chronic Care" means medical care rendered to an inmate to treat a chronic condition.

“Chronic Condition” means a medical condition or disease that lasts for one (1) or more years and requires ongoing medical attention or limits activities of daily living or both, examples of which include, without limitation, diabetes, asthma, epilepsy, cancer, cardiopulmonary disease, kidney disease.

“Medically Necessary” means, based on an inmate’s medical needs, a medical service or supply that is reasonably required to identify, diagnose, treat, cure, palliate or prevent a disease, illness, injury, disability, or other medical condition (including pregnancy), which is: (i) appropriate in type, amount, scope and duration based on generally accepted medical standards; (ii) provided for medical reasons and not primarily for the convenience of the inmate, the Jail or the healthcare provider; (iii) provided in an appropriate location where the service may be safely and effectively furnished based on generally accepted medical standards; (iv) in reference to an emergency medical condition, deemed necessary based on a prudent layperson standard, and (v) otherwise in accordance with applicable law.

“Specialty Services” means medical services that require a Physician to be board-certified in a medical specialty, including but not limited to, cardiology, dermatology, obstetrics/gynecology, neurology, nephrology, orthopedics, oncology, etc.

3. TERM AND EXTENSIONS

Except as hereafter provided, the Contractor shall commence performance of this Agreement beginning on May 1st 2025, until May 1st, 2026, unless a written extension is granted by the County and signed by both parties or if the contract is terminated as provided for herein.

4. PAYMENT FOR SERVICES

The County shall pay the Contractor fees as compensation for all services rendered, as stated in Exhibit A in an amount not to exceed One Hundred Twenty-Five Thousand and zero cents (\$125,000 per month) from Start Date through April 2026 with automatic renewal every year with appropriate increment based on yearly inflation mutually discussed between Vista Health and Nye County Administrative Staff.

The county will make payment to the vendor monthly by the__ day of the month during the term of the contract. (We are requesting advance payment for the first two weeks, so to pay the hired staff members).

The contract does not compensate Vista Health for inmate medical visits. Contractor shall bill Health and Human Services, Medicaid and personal insurance for inmate medical visits falling within their scope at approved Medicaid rates. For all other

services, Nye County Health and Human Services will continue to provide assistance as outlined within their policies and procedures.

The Contractor has agreed to provide medical care, see, examine, and treat inmates who do not fall within the Nye County Health and Human Services policies and procedures, do not have private insurance, and do not meet any other criteria for insurance, without remuneration of any kind from the County. The Contractor may bill the individual inmate for services, as they would whether encumbered or non-encumbered by this contract.

5. INDEPENDENT CONTRACTOR STATUS

The parties agree that Contractor, including any of Contractor's employees, agents or subcontractors is an independent contractor and that Contractor is not a County employee or agent of County, and, further, by explicit agreement of the parties, there shall be no:

- i. Withholding income taxes by the County.
- ii. Industrial insurance coverage provided by the County.
- iii. Participation in group insurance plans which may be available to employees of the County.
- iv. Participation or contributions by either the Contractor or the County to the public employee's retirement system on behalf of the Contractor or its employees, agents or subcontractors.
- v. Accumulation of vacation or sick leave.
- vi. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met; or
- vii. Worker's compensation coverage provided by the County.

6. ASSIGNMENT AND DELEGATION

The parties agree that this Agreement is a personal services agreement, dependent upon the unique qualifications and abilities of Contractor. The Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of County. No assignment of rights or delegation of duties of the Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other

original party to this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the County and Contractor.

7. INDEMNIFICATION

- i. Contractor agrees to indemnify County from any loss, costs, reasonable attorney's fees, other expenses or final judgment by third parties in a court of competent jurisdiction, for property damage and bodily injury, including death, or any other damage to the proximate extent caused by the negligence or willful misconduct of Contractor, his agents, employees or affiliates in connection with the Agreement.
- ii. County agrees to indemnify Contractor from any loss, costs, reasonable attorney's fees, other expenses or final judgment by third parties in a court of competent jurisdiction for property damage and bodily injury, including death, or any other damage to the proximate extent caused by the negligence or willful misconduct of Contractor, his agents, employees or affiliates in connection with the Agreement.
- iii. If the negligence or willful misconduct of both the Contractor and County (or a person identified above for whom each is liable) is determined in a court of competent jurisdiction to be a cause of such damage or injury, the loss, cost or expense, including reasonable attorney's fees shall be shared between Contractor and County in proportion to their relative degrees of negligence or willful misconduct, and the right of indemnity shall apply for such a proportion.

8. INSURANCE/PROOF OF INSURANCE

Contractor acknowledges and shall furnish to County a certificate of an insurer pursuant to the provisions of Nevada Revised Statutes 616B.627.

Contractor assumes the risk of damage to its own supplies and equipment.

Contractor shall prior to commencing any service under this Agreement, provide the following written request to a qualified insurer:

Irfan Mirza MD, FACC, FSCAI through Vista Health has entered into a Professional Services Agreement with Nye County to perform services from MAY 1ST, 2025 until Midnight MAY 1ST, 2026 and requests that the insurer provide to Nye County 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain. The certificate and notice should be mailed to: Nye County Manager, P.O. Box 153, Tonopah, NV 89049.

Contractor shall:

- i. secure and maintain throughout the term of this Agreement professional liability insurance in the amount of at least One Million Dollars (\$1,000,000) per person and Three Million (\$3,000,000) per occurrence/aggregate for professional liability insurance.
- ii. secure and maintain throughout the term of this Agreement workers' compensation insurance in the amount required by the State of Nevada for each employee, if any who performs work under this Agreement. The Contractor will maintain throughout the term of this Professional Services Agreement, employers' liability insurance and workers' compensation, at not less than the statutorily required minimums, for employees, if any who may or will do any work under the provisions of this Agreement.
- iii. shall furnish to County, upon request from County or the Director of Nye County Administration, certificates of insurance verifying Contractor's compliance with the insurance requirements of this section; and
- iv. notify County if Contractor's insurance lapses during the term of this Agreement. Lapse of Contractor's insurance during the term of this Agreement shall constitute a substantial breach of this Agreement by Contractor.

9. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

During the term of this Agreement and while performing the scope of work, Contractor agrees to perform all terms and conditions of this Agreement in a lawful manner and in conformity with all applicable laws and codes of the United States and of the State of Nevada, and all ordinances, rules, and regulations of Nye County and of any and all other competent public authority applicable to the performance of Contractor's duties. Failure by Contractor to comply with any applicable laws, codes, ordinances, rules and/or regulations constitutes a material breach of this Agreement.

Contractor agrees that if a license, certificate, registration, permit or other type of authorization is required by law to perform the services of this Agreement, Contractor shall hold the appropriate, current authorization that is required by law throughout the term of this Agreement.

10. STANDARD OF CARE

Notwithstanding anything to the contrary in this Agreement or in any other contract document relating to the services to be performed, Contractor shall perform its services to the standard of care of a reasonable Contractor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by

Contractor and Contractor shall provide such professional capabilities as will be required to perform in a competent and professional manner under this Agreement.

11. CONFLICT OF INTEREST FINANCIAL

Contractor agrees not to accept any employment or representation during the term of this Agreement, which is or may likely make Contractor "financially interested" in any decision made by County on any matter in connection with which Contractor has been retained pursuant to this Agreement.

Nye County acknowledges that Dr. Mirza and Dr. Arshad currently have a pre-existing contract with DVH and an outpatient clinic of Vista Health in Pahrump, Nevada, which shall not be affected by this contract. In addition, Dr. Arshad works for DVH outpatient clinic and as a hospitalist of DVH. The parties acknowledge none of those described above create any conflict with the County or any decision making process.

12. TERMINATION

A. TERMINATION OF AGREEMENT WITH CAUSE

This Agreement may be terminated by either party upon sixty (60) days written notice should the other party fail to perform in accordance with the terms of this Agreement through no fault of the other.

In the event of termination with cause, the Contractor shall be paid in full for all services previously authorized and satisfactorily performed up to the termination date.

B. TERMINATION OF AGREEMENT WITHOUT CAUSE

Either party to this Agreement has the right to terminate the Agreement without cause by giving not less than thirty (30) days written notice to the other party by U.S. Postal Service Certified Mail to the addresses listed in section 29 of this Agreement or by hand delivery of such notice to the other party.

i. In the event of termination without cause by County, Contractor shall be compensated for all Services rendered and expenses incurred up to the termination date pursuant to the provisions of this Agreement.

ii. In the event of termination by Contractor, County will be compensated either directly and/or in the form of a reduction in its outstanding obligation for all costs caused by Contractor's termination.

13. SAFETY AND SECURITY

Contractors will abide by all Detention safety and security procedures.

14. BILLING FOR MEDICAL SERVICES

Contractor will determine if inmates have private insurance and if so, Contractor will arrange payment for medical services through the provider. If inmates do not have private insurance, or if contractor bills private insurance and discovers that insurance has been canceled or was not active when services were provided contractor (inmate is eligible for assistance per DHSS) will bill according to Nevada Medicaid Payment Rates and procedures and submit invoices to The Nye County Department of Health and Human Services for payment to the county.

15. MEDICAL RECORDS

Contractor will generate patient medical records and store those records on county owned or leased Spillman Medical Software. Medical personnel will be tutored on and allowed compartmented access to the medical portion of Spillman by NCSO personnel. All medical records shall be maintained and retained onsite in accordance with applicable legal or regulatory privacy and security requirements.

13. NO THIRD-PARTY BENEFICIARIES

This Agreement does not give any rights or benefits to anyone other than Contractor and County and has no third-party beneficiaries.

14. NON-APPROPRIATION

All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not

paid to the Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re- award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

15. SEVERABILITY

If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity of any other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement declared to be severable.

16. FORCE MAJEURE

Neither County nor Contractor shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

17. MODIFICATION OF AGREEMENT

This Agreement cannot be varied or modified orally and may only be modified by a written instrument duly executed by the parties.

18. ENTIRE AGREEMENT

This Agreement constitutes the final and entire agreement between the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement, and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement.

19. GOVERNING LAW, VENUE AND COSTS

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye. The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

20. COUNTERPARTS SIGNATURE

This Agreement shall not become effective until and unless approved by the County. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

21. NOTICES

Any notice permitted or required to be given under any provision of this Agreement shall be made to the other party by U.S. Postal Service certified mail to the addresses listed below or by hand delivery of such notice to the other party.

Vista Health
2340 East Calvada Blvd, Ste 3
Pahrump, Nevada 89048

Nye County:
Nye County Manager
2100 E. Walt Willims Dr.
Pahrump, Nevada 89048

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Dated this 5th day of May, 2025

COUNTY:
Nye County

Ron Boskovich, Chairman
Nye County Board of County Commissioners

Dated this ____ of _____, 2025

CONTRACTOR:
Vista Health

Irfan Mirza, MD, FACC, FSCAI, for Vista Health

EXHIBIT A

SCOPE OF SERVICES

Contractor (Vista Health") will provide medical services to inmates incarcerated at the Nye County Detention Facility located in Pahrump, Nevada.

1. **Physician Services.** The Group should provide qualified physicians responsible for supervising medical staff and patient care for one (1) day per week, for approximately eight (8) to ten (10) hours a day, with on-call availability for after-hours, weekend, and holiday coverage. As used herein, 'qualified' means a physician capable of managing internal medicine.

2. Vista Health shall provide PA, NP for providing patient inmate care, LPNs for approximately 12-14 hours a day in person. In addition, on call LPN will be provided in case of need and off hours. LPN can also access via telemedicine (via phone or video initially) and then if the situation requires the LPN can visit the patient in prison personally and get in touch with the physician.

Vista Health shall have the discretion of supervising physicians Dr. Mirza and Dr. Arshad to appoint a NP or PA. It also will be at the discretion of the physicians to either render those services themselves or appoint MD's, DO's and or NP's or PA's.

3. All medical staff shall have appropriate background checks and shall follow all procedures and policies of Nye County not directly related to the method and manner of performing medical services.

3. Medical Assistants with capacity to draw blood will be provided by Vista Health. The blood samples will be transported to appropriate laboratories approved by the administration and County in a timely manner. In case of off hours, the prison will provide a refrigerator.

4. **Program Oversight.** The Program shall be overseen by Irfan Mirza MD and Anees Arshad, M.D. to ensure compliance with agreed-upon standards, terms, and quality of care.

5. **Neuropsychiatric Services.** The Group shall provide neuropsychiatric evaluations, as needed.

6. **Pharmaceutical Services.** Pursuant to an applicable subcontract, the Group shall ensure the provision of pharmaceutical services, and the pharmacy department shall bill patient insurance providers accordingly and those inmates who do not have insurances will be billed to the County via Contractor to prevent any overbilling and reimbursement will be provided to the contractor (Vista Health).

7. Medical Screening (New Arrivals). As soon as possible, but no later than 12 hours after an inmate's arrival in the jail, an inmate shall receive an initial medical, dental and mental health screening, which shall be documented on a form mutually agreed upon by the County and the Contractor that shall include an evaluation for their use of or dependence on mood and mind-altering substances including alcohol, opiates, hypnotics and sedatives.

8. Comprehensive Health Assessment. Within 14 days of an inmate's arrival, a comprehensive health assessment shall be performed by a physician, physician assistant, nurse practitioner, registered nurse or other health care practitioner as permitted by law, which assessment shall be properly documented and filed.

9. Performing appropriate first aid, assessments of wounds, evaluating minor injuries and triage as is medically necessary and ordering such follow up medical procedures as is medically necessary.

10. Daily distribution of medications to inmates in conformity with the terms of the prescription or recommended doses of non-prescribed medicines.

11. Provisions for sick calls shall be mutually agreed to between the Contractor and the Jail administration. The County shall provide adequate security staff for the escort of prisoners and for the safety of the medical services providers. The County shall provide designated areas that will provide as much privacy as possible without jeopardizing security concerns.

11. Making arrangements for medical testing and treatments for non-covered medical matters as is medically necessary to include, hospitalization, long term care, pathology/radiology services, dental services, and specialist care.

12. Administrative Services. Maintain complete and accurate medical records, which records shall be maintained to protect against unlawful release of patient information. All medical records shall be the property of the County. Copies of medical records shall be provided to Contractor when necessary for reporting requirements or to perform duties required hereunder.