

NINTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS NINTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "Ninth Amendment"), is entered into by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas ("UNLV") (hereinafter referred to as "UNLV School of Medicine") and the University Medical Center of Southern Nevada ("UMC") with the intent it be effective on July 1, 2024.

WITNESSETH

WHEREAS, the parties entered into that certain Preliminary Affiliation Agreement, dated June 21, 2016 setting forth the framework for the creation of a premier academic health center that integrates the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

WHEREAS, the parties executed that certain First Amendment to the Preliminary Affiliation Agreement, dated on or about December 14, 2016, for the purpose of amending Section 13.2 of the Preliminary Affiliation Agreement.

WHEREAS, the parties executed that certain Second Amendment to the Preliminary Affiliation Agreement, dated on or about June 30, 2017, for the purpose of amending Section 3.1 (Master Affiliation Agreement for GME), Section 6 (Professional Services and Academic Support) and adding Section 15 (Electronic Health Records) to the Preliminary Affiliation Agreement.

WHEREAS, the parties subsequently executed that certain Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment to the Preliminary Affiliation Agreement to amend Schedule 1 of the Agreement for resident salaries and mission support.

WHEREAS, the UNLV School of Medicine and UMC desire to amend Schedule 1 to the Preliminary Affiliation Agreement in order to set forth UMC's funding of resident salaries and its academic mission support for Academic Year 2024-2025.

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Preliminary Affiliation Agreement.

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine and UMC agree that the Preliminary Affiliation Agreement is amended as follows:

1. Schedule 1

In accordance with Section 6 of the Preliminary Affiliation Agreement, Schedule 1 is hereby amended and replaced with a new Schedule 1, attached hereto, for Academic Year 2024-2025.

2. No Further Modifications

Except as modified in this Ninth Amendment, all other terms and conditions of the Preliminary Affiliation Agreement, as amended, shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Preliminary Affiliation Agreement and the terms of this Ninth Amendment, the terms of this Ninth Amendment shall prevail. This Ninth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

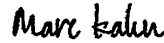
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Ninth Amendment on dates set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA


By: _____
Mason Van Houweling
Chief Executive Officer

Date: _____

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas**

DocuSigned by:

By: _____
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Marc Kahn, M.D.
Dean, UNLV School of Medicine

Date: 5/28/2024


By: _____
Keith E. Whitfield
President, University of Nevada, Las Vegas

Date: 5/30/24

Approved as to Legal Form:

By: Elda L. Sidhu/sc0
Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

Date: 5/28/24

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2024-25

In furtherance of the common mission of the academic health center, UMC has agreed to provide academic mission support to UNLV School of Medicine, its primary and preferred medical education affiliate, for the purpose of ongoing joint efforts in the areas of teaching, research and/or community service.

ACADEMIC MISSION SUPPORT: Not-to-Exceed \$4,000,000.00

For the purpose of joint efforts in the areas of teaching, Academic Mission Support will be calculated as follows:

“Monthly Invoiced FTE Resident Count” multiplied by “Average Monthly Resident Salary Support per FTE” multiplied by 22.5% (twenty-two and one-half percent)

EXAMPLE: 170.17 X \$6,800 x .225 = \$260,360.10

For purposes for calculating the Academic Mission Support for resident teaching support the following defined terms apply:

“Monthly Invoiced FTE Resident Count” means the resident FTE amount as set forth by UNLV SOM on the approved submitted monthly invoice **excluding** any FTE count for the programs highlighted in the Resident Compensation Chart below whereby the resident teaching is provided by UMC employed physicians pursuant to the employed physician’s contractual employment arrangement with UMC.

“Average Monthly Resident Salary Support per FTE” means the average of all salary, fringe and malpractice costs divided by the not-to-exceed total on the program chart below. For Academic Year 2024-25 the Average Monthly Resident Salary Support per FTE is \$6,800.00.

For the purpose of joint efforts in the areas of **research and/or community outreach**, the parties may fund projects with any remaining Academic Mission Support in excess of the teaching support, up to the total Academic Mission Support set forth above (i.e., NTE \$4,000,000). Mutually agreeable joint research or community outreach projects utilizing said Academic Mission Support must be memorialized in a signed writing with terms consistent of this Agreement.

Academic Mission Support will be paid within thirty days of approved resident salary invoice.

[RESIDENT COMPENSATION CHART TO FOLLOW ON NEXT PAGE]

RESIDENT COMPENSATION FOR THE 2024-2025 ACADEMIC YEAR:

Resident Salaries (inclusive of benefits): Not to exceed \$16,195,741 (amounts will be paid monthly upon receipt of an invoice in accordance with Section 6.1(c) and the table reflecting the applicable resident FTEs below.)

Programs	PGY 1	PGY 2	PGY 3	PGY 4	PGY 5	PGY 6	FTE Totals:
Cardiology	-	-	-	1.87	1.83	2.3	6.00
Child & Adolescent Psychiatry	-	-	-	0.63	-	-	0.63
Emergency Medicine	6.50	5.50	6.00	-	-	-	18.00
Endocrinology	-	-	-	0.93	1.06	-	1.99
Family Medicine	5.00	4.00	4.00	-	-	-	13.00
Family Medicine Rural	2.00	0.08	0.34	-	-	-	2.42
Gastroenterology	-	-	-	0.99	1.06	1.07	3.12
General Surgery	4.00	3.34	2.34	2.49	3.00	-	15.17
Geriatric Medicine	-	-	-	0.46	-	-	0.46
Internal Medicine	21.44	20.34	15.08	-	-	-	56.86
OB/GYN	3.5	2.72	2.99	2.82	-	-	12.03
Orthopaedic Surgery	3.56	3.44	3.00	2.90	3.40	-	16.30
Otolaryngology	1.00	2.00	1.00	2	1.00	-	7.00
Pediatrics	5.33	3.99	5.09		-	-	14.41
Pediatric Emergency Medicine	-	-	-	1.85	1.88	2.73	6.46
Plastic Surgery	1.00	1.00	1.00	1.00	1.00	1.00	6.00
Psychiatry	5.00	4.16	-	1.50	-	-	10.66
Pulmonary Critical Care/Critical Care Medicine	-	-	-	1.53	1.19	2.24	4.96
<i>Critical Care Medicine</i>	-	-	-	2.00	3.00	-	5.00
Surgical Critical Care	-	-	-	-	-	4.00	4.00

204.47

In addition to the time spent at UMC and other rotations set forth in the Master Affiliation Agreement for Graduate Medical Education, the above FTE amounts may include approved out-of-state elective rotations for educational experiences not currently available in the local area that enhance the GME educational program in accordance with the terms of the Preliminary Affiliation Agreement.