

Academic Health Center Master Affiliation Agreement

This Academic Health Center Master Affiliation Agreement (this “**Agreement**”) is entered into by and between the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas (“**UNLV**”), and its Kirk Kerkorian School of Medicine (“**UNLV School of Medicine**” or “**UNLVKSOM**”), and University Medical Center of Southern Nevada (“**UMC**”). Upon execution of all authorized signatories below, it is intended that this Agreement shall be effective as of the 1st day of July, 2026 (the “**Effective Date**”). The UNLV School of Medicine and UMC may individually be referred to as a “party” and collectively as the “parties.”

Recitals

WHEREAS, the parties entered into that certain Academic Health Center Preliminary Affiliation Agreement, dated on or about June 21, 2016 (the “**Preliminary Affiliation Agreement**”), setting forth the framework for the creation of a premier academic health center meant to integrate 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 subsequently executed certain amendments to the Preliminary Affiliation Agreement to address issues that include, but are not limited to, electronic health records, professional services agreements, graduate medical education (GME), and various amendments to *Schedule 1* of the Preliminary Affiliation Agreement for resident salaries and academic mission support funding.

WHEREAS, the parties agree that a well-conceived affiliation construct will enhance the parties’ relationship, providing a framework to address disputes, promote cooperative planning and thereby foster and convey strategic benefit that is fundamental to realizing the potential of the affiliation and ensuring its longevity.

WHEREAS, the parties now desire to enter into this Academic Health Center Master Affiliation Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine, and UMC agree to execute this Agreement with terms and conditions as follows:

Agreement

Section 1. Academic Health Center.

1.1. *UMC/UNLV School of Medicine Academic Health Center.* The parties agree to continue their shared development in the creation of the premier academic health center that includes programs in the following areas: (1) medical student education, (2) graduate level medical education, including residencies and fellowships, (3) basic science, clinical, and translational research, and (4) the clinical practice of medicine, as further outlined in this Agreement (the “Academic Health Center”). This Agreement sets forth the parties’ vision for the Academic Health Center, describes certain obligations of each party, and anticipates further and additional agreements between the parties. Additionally, *Attachment A* to this Agreement provides a visual

of the parties' plans for an administrative structure of leadership alignment of the Academic Health Center and a representation of the planned roles and responsibilities during the Term (as defined in Section 13.1).

1.2. *Exclusive Relationship in the Academic Health Center.* For the Term of this Agreement (as defined below): (1) the UNLV School of Medicine shall not create or pursue the creation of an Academic Health Center with any hospital, hospital system or hospital consortium other than UMC ("**Another Hospital**"), without the express written consent of UMC; and (2) UMC shall not create or pursue the creation of an Academic Health Center with any medical school or similar academically affiliated health care organization other than the UNLV School of Medicine ("**Another Medical School**"). without the express written consent of the UNLV School of Medicine. Notwithstanding the preceding, it shall not be a violation of this Section 1.2 if a party affiliates with Another Hospital and/or Another Medical School in compliance with Section 3.3 or Section 3.4, respectively, so long as the parties involved are not representing such arrangement to the public as an academic health center, academic medical center, or similar name, such that the same could dilute the Academic Health Center described herein.

1.3 *Commitment of UNLV School of Medicine.* In furtherance of the development of the Academic Health Center set forth in Section 1.1 and 1.2 above, and throughout this Agreement, the UNLV School of Medicine confirms that it is not currently engaged in the creation or management of another academic health center, agrees that it shall not pursue the creation or management of its own academic health center to include another hospital, multiple hospitals and/or hospital chains, will dedicate its best efforts to restructuring its operations to be committed to its exclusive partnership with UMC. Through UNLV's Health Sciences System Initiative, UNLVKSOM will work to identify opportunities for other UNLV academic health sciences program representatives to participate with UNLVKSOM and UMC to contribute to and assist with the development of the Academic Health Center envisioned herein.

Section 2. Medical Student Education Programs.

2.1. *UME Programs.* As further set forth in this Section 2 and in Section 9.3, below, the UME Council will oversee the coordination of undergraduate medical education at UMC. Concurrent with the Effective Date, the parties will enter into a Medical Student Affiliation Agreement setting forth certain roles, responsibilities, and obligations of the parties related to the creation and operation of certain programs, projects, arrangements, and undertakings involving medical student education ("**UME Programs**"). The parties acknowledge that strong UME Programs are key to successfully implementing the Academic Health Center model and that additional and further commitments to UME Programs will be necessary from each party.

2.2. *Non-Exclusive Relationship.* The parties acknowledge that each may establish programs and affiliations with Another Hospital or Another Medical School related to medical student education and nothing in this Agreement, including Section 1 or 2, shall restrict or prevent the other from entering into any type of agreement related to medical student education with Another Hospital or Another Medical School. Notwithstanding the preceding, UMC will ensure that all UNLVKSOM third-year and fourth-year medical students receive their required rotations at UMC. UNLVKSOM acknowledges and agrees that third-year and fourth-year medical student rotations from other medical schools will occur at UMC, and that UNLVKSOM will collaborate when and as necessary with UMC through the UME Council. With respect to visiting medical students that present through UNLVKSOM, UNLVKSOM will ensure that all visiting students

are approved by UMC in accordance with its onboarding policies and procedures prior to beginning rotations to ensure adequate resources.

2.3 *UNLV School of Medicine Faculty Appointments.* When UMC employed physicians have taken responsibility for teaching UNLV School of Medicine medical students, residents and/or fellows for an anticipated estimate of 200 hours annually, those UMC employed physicians will receive full, non-prefix (i.e., not limited to clinical or adjunct), Professor, Associate Professor or Assistant Professor faculty appointments from the UNLV School of Medicine. Likewise, medical students of the UNLV School of Medicine taught by UMC employed physicians serving as faculty of UNLVKSOM will receive preference of elective experiences for those medical students at UMC prior to any other medical students from universities other than UNLVKSOM.

Section 3. Graduate Medical Education (GME) Programs.

3.1 *GME Consortium.* It is the intent of the parties to work in collaboration to grow and expand graduate medical education and meet critical physician shortages in the Southern Nevada community with the implementation and operations of new and existing residency and fellowship programs. In furtherance of this pursuit, the parties agree to form a “**GME Consortium**” that will work collaboratively to address and implement the following: (1) the necessary expansion of GME Programs required to meet a community need, (2) the size and scope of the GME Program; (3) the party best equipped to serve as the sponsoring institution for the GME Program; (4) how the GME Program will be funded on a short-term, mid-term and long-term basis (e.g., state grants, CMS Part A funding, etc.); and (5) if any third party other than UMC and the UNLV School of Medicine will be involved in the GME Consortium, and the scope of such parties’ involvement, in accordance with this Section 3. For purposes of this Agreement, the term “**GME Program**” means any graduate level (post M.D. or D.O.) program accredited through the Accreditation Council of Graduate Medical Education (“**ACGME**”). Concurrent with the Effective Date, the parties will enter into a Master Affiliation Agreement for Graduate Medical Education (GME) setting forth terms to include: (1) roles, responsibilities, and obligations of the parties related to the creation and operation of certain, programs, projects, arrangements and undertakings involving graduate medical student education; (2) greater specificity regarding the structure, timing, and parties involved in the GME Consortium; (3) such other terms and conditions necessary to meet ACGME and CMS standards (hereinafter the “**GME Affiliation Agreement**”). Notwithstanding the preceding, the parties acknowledge and agree that any approval required by the ACGME to be retained by a sponsoring institution’s Graduate Medical Education Committee (“**GMEC**”) will remain with the applicable GMEC to ensure compliance with ACGME standards.

3.2 *Transition Plan and Right of First Refusal for New or Expanded GME Programs.* Commencing as of the Effective Date, and through the coordination of the parties’ GME Consortium Council (as defined in Section 9.2), certain GME Programs sponsored by UNLVKSOM will be transitioned to UMC pursuant to a mutually agreeable transition plan (the “**Transferred GME Programs**”). It is the intent of UNLVKSOM and UMC that the Transferred GME Programs will include the GME Programs in orthopedics, emergency medicine and pediatric emergency medicine (the “**Transferred Programs**”). The parties agree in good faith to work toward the transfer of the Transferred Programs as soon as reasonably possible, with an intended effective date of July 1, 2027, subject to UMC meeting all ACGME requirements and both parties obtaining approval by the ACGME. All GME Programs on *Schedule 1*, listed as being comprised in whole or in part with UMC FTEs, will form the foundation of the parties’ GME Consortium.

The parties intend to use their best efforts to maintain all GME Programs at the level necessary to meet the identified community need. The parties will work to complete the planning for the Transferred GME Programs on a mutually agreeable timeframe, that will be set forth in a transition plan to be completed within the first six (6) months after the Effective Date (the “**Transition Plan**”). The parties further intend that the Transition Plan may address additional financial support for the maintenance of the Transferred Programs during the 2026-27 academic year, subject to all applicable funding appropriation approvals.

Except as provided in Section 3.3 and Section 3.4, the UNLV School of Medicine shall not operate or establish any GME Program with Another Hospital and UMC shall not operate or establish any GME Program with Another Medical School. The President of UNLV is authorized to approve any amendments or modifications to the GME Affiliation Agreement or the Transition Plan on behalf of NSHE, UNLV and UNLV School of Medicine. The consent of UMC to any amendments or modifications to the GME Affiliation Agreement will be approved in accordance with the existing delegation of authorities to the Governing Board and/or Chief Executive Officer, as applicable.

3.3. *Other GME Affiliates - UNLV*. Nothing in this Agreement, including Section 3.1., shall restrict or prevent the UNLV School of Medicine from:

a. Subject to any agreement in the Transition Plan, continuing any GME Program with Another Hospital provided the GME Program is set forth on **Attachment B** to this agreement; or

b. Expanding an Existing UNLV GME Program or establishing any new GME Program with Another Hospital (collectively a “**New UNLV GME Program**”), provided: UMC is first offered the option to participate in the New UNLV GME Program. Any proposal for a New UNLV GME Program shall be made in writing (a “**New UNLV GME Program Notice**”) and served upon UMC in the manner provided in Section 14.3. Each New UNLV GME Program Notice shall include a detailed description of the proposed New UNLV GME Program, consistent with ACGME program requirements, including (1) the number of new or expanded residents or fellows, (2) the number and type of faculty and staff required, (3) the educational facilities and related equipment, and (4) any other resources that may be required of the parties to start and maintain the New UNLV GME Program. The information must be provided with enough specificity so that UMC can accurately quantify the requested support to UNLVKSOM as well as the additional cost to UMC. UMC shall have sixty (60) days after receipt of the New UNLV GME Program Notice (the “**New UNLV GME Program Option Period**”) to (1) reject, (2) partially-accept, or (3) accept-in-full the New UNLV GME Program Notice. For purposes of this Section 3.2.b, the term “partially-accept(s)” shall mean an expression of willingness to participate in the New UNLV GME Program in a manner that varies from the New UNLV GME Program Notice, including, but not limited to, any variation in the number of residents or fellows. If UMC partially-accepts or accepts-in-full the New UNLV GME Program Notice, the parties shall have sixty (60) days from the expiration of the New UNLV GME Program Option Period to mutually execute an agreement for such New UNLV GME Program (the “**New UNLV GME Program Negotiation Period**”). If UMC partially accepts, the parties will execute an agreement upon mutually agreeable terms and conditions, with the understanding that UNLV will affiliate with Another Hospital to meet any other experience and accreditation requirements for the New UNLV GME Program.

During the New UNLV GME Program Negotiation Period the parties shall negotiate in good faith and use their best efforts to reach an agreement on the New UNLV GME Program. If (1) UMC rejects the New UNLV GME Program Notice, (2) UMC fails to respond to the New UNLV GME Program Notice, or (3) UMC partially-accepts or accepts-in-full the New UNLV GME Program Notice and the parties fail to execute an agreement related to the New UNLV GME Program prior to the expiration of the New UNLV GME Program Negotiation Period, the UNLV School of Medicine may establish such New UNLV GME Program with Another Hospital. If UMC partially-accepts any New UNLV GME Program Notice and the parties execute any agreement related to the New UNLV GME Program, nothing shall prevent the UNLV School of Medicine from also establishing the New UNLV GME Program in whole or part with Another Hospital. The Dean of the UNLV School of Medicine may, in his or her sole discretion, extend the New UNLV GME Program Option Period, or the New UNLV GME Program Negotiation Period, or both, for up to ninety (90) additional days. For purposes of this Section 3.3, "Expansion of a UNLV GME Program" shall mean the addition of a new resident or fellow position in the applicable UNLV GME Program. Notwithstanding the preceding, the parties agree that the relocation of a resident or fellow position from a GME Program (as the same is listed on *Attachment B*) to Another Hospital will trigger UMC's rights pursuant to this Section 3.3, except with respect to relocating psychiatric or pediatric residents from a program which is italicized on *Attachment B*.

3.4 *Other GME Affiliates – UMC*. Nothing in this Agreement, including Section 3.1, shall restrict or prevent UMC from:

a. Continuing or starting any GME Program for which UMC is a sponsoring institution, so long as the same is not in partnership with Another Medical School (a "**UMC Sponsored GME Program**"); or

b. Expanding any UMC Sponsored GME Program or establishing any new UMC Sponsored GME Program with Another Medical School (collectively a "**Joint UMC GME Program**") provided: UNLV is first offered the option to participate in the Joint UMC GME Program. Any proposal for a Joint UMC GME Program shall be made in writing (a "**Joint UMC GME Program Notice**") and served upon UNLV in the manner provided in Section 14.3. Each Joint UMC GME Program Notice shall include a detailed description of the proposed Joint UMC GME Program, consistent with ACGME program requirements, including (1) the number of new or expanded residencies or fellowships, (2) the number and type of faculty and staff required, (3) the educational facilities and related equipment, and (4) any other resources that may be required of the parties to start and maintain the Joint UMC GME Program. UNLV shall have sixty (60) days after receipt of the New UMC GME Program Notice (the "**Joint UMC GME Program Option Period**") to (1) reject, (2) partially-accept, or (3) accept-in-full the Joint UMC GME Program Notice. For purposes of this Section 3.3.b, the term "partially-accept(s)" shall mean an expression of willingness to participate in the Joint UMC GME Program in a manner that varies from the Joint UMC GME Program Notice, including, but not limited to, any variation in the number of residencies or fellowships. If UNLV partially-accepts or accepts-in-full the Joint UMC GME Program Notice, the parties shall have sixty (60) days from the expiration of the Joint UMC GME Program Option Period to mutually execute an agreement for such Joint UMC GME Program (the "**Joint UMC GME Program Negotiation Period**"). During the Joint UMC GME Program Negotiation Period the parties shall negotiate in good

faith and use their best efforts to reach an agreement on the Joint UMC GME Program. If (1) UNLV rejects the Joint UMC GME Program Notice, (2) UNLV fails to respond to the Joint UMC GME Program Notice, or (3) UNLV partially-accepts or accepts-in-full the Joint UMC GME Program Notice and the parties fail to execute an agreement related to the Joint UMC GME Program prior to the expiration of the Joint UMC GME Program Negotiation Period, UMC may establish such Joint UMC GME Program with Another Medical School. If UNLV partially-accepts any Joint UMC GME Program Notice and the parties execute any agreement related to the Joint UMC GME Program, nothing shall prevent UMC from also establishing the Joint UMC GME Program in whole or party with Another Medical School. The Chief Executive Officer of UMC may, in his or her sole discretion, extend the Joint UMC GME Program Option Period, or the Joint UMC GME Program Negotiation Period, or both, for up to ninety (90) additional days.

3.5 *Rotations at Another Hospital.* Both parties acknowledge that the ACGME prescribes the required experiences for residency and fellowship accreditation and graduation. In the event a residency or fellowship program cannot continue to receive the required experiences at UMC, the parties will work collaboratively through the GME Consortium Council, to remedy the deficiency and utilize outside resources if necessary to ensure that the residents and fellows receive the required experiences. UMC agrees that rotations at Another Hospital, which are necessary for the sole purpose of providing ACGME-required education and training to current residents or fellows of an applicable GME Program, and which do not constitute an Expansion of a UNLV GME Program, shall not violate Section 3.3. Notwithstanding the preceding, the UNLV School of Medicine agrees that when UNLVKSOM is the sponsoring institution of the GME Program, UNLVKSOM remains financially responsible for all associated costs and expenses related to the operation of the GME Program, including but not limited to any costs and expenses related to any rotations at Another Hospital.

3.6 *Additional Participants in the GME Consortium.* After satisfying the right of first refusal requirements set forth in Section 3.3 and Section 3.4 above, if either party pursues the formation of a GME Program with Another Hospital or Another Medical School, UMC and the UNLV School of Medicine will meet in good faith to determine if, and when, such third party could, upon the agreement of the third party, be added as an additional participant to the GME Consortium, pursuant to the terms set forth in the GME Affiliation Agreement. Any new participants to the GME Consortium will be required to abide by all existing provisions with respect to the final decision-making authority binding the original members, unless otherwise mutually agreed by representatives of each of UMC and the UNLV School of Medicine.

3.7 *Non-exclusive Space for Didactics.* UMC acknowledges that space and equipment is necessary for the education of residents and fellows. As such, UMC agrees to make available reasonable space at UMC for scheduled didactic activities for the UMC funded FTE programs as set forth in *Attachment C*.

Section 4. Research Programs and Research Studies.

The parties agree that innovative programs in basic science, clinical, and translational research (“Research Programs”) are key to successfully implementing the Academic Health Center model. Tomorrow’s physicians need to understand modern research methods to assess the results thereof and incorporate the results into their practices. It is the intent of the parties to work together to engage in joint research and develop robust state-of-the-art Research Programs at the Academic

Health Center. These Research Programs are expected to encompass research studies funded by both the National Institutes of Health (NIH) and other state and federal funding authorities (a “Government Sponsored Study” or collectively “Government Sponsored Studies”), industry sponsored research studies (an “Industry Study” or collectively “Industry Studies”), as well as clinical or non-clinical research studies designed or performed by an independent researcher, academic, physician or resident, which is not initially sponsored by a government agency or by a private commercial company (a “Investigator Initiated Trial” or collectively “Investigator Initiated Trials”), as further set forth herein. As more fully set forth in this Section 4, the parties agree to investigate innovative ways of enhancing Research Programs in each of these three areas to better position the Academic Health Center as a leader in research.

4.1 *Division of Trials Study.* Commencing as of the Effective Date, the Research Council set forth in Section 9.6 is tasked with exploring the implementation of a division of trials approach, specifically outlining management of Government Sponsored Studies by UNLVKSOM and Industry Studies by UMC, with reasonable costs related to the allocated resources of the other to be negotiated in letters of agreements between UMC and UNLVKSOM.

4.1.1 *Report to Leadership Council.* Within twelve (12) months of the Effective Date, the Research Council will forward a report to the Leadership Council with recommendations related to the implementation of the above approach. If it is determined that the division of trials approach is not feasible, or an alternative approach is determined to be preferable for maximizing Research Programs at the Academic Health Center, the Research Council will forward the details of its findings to the Leadership Council as soon as practicable, but in no event later than the twelve (12) month time frame set forth herein.

4.2 *Investigator Initiated Trials.* An Investigator Initiated Trial (“IIT”) is defined as a clinical or non-clinical research study designed or performed by an independent researcher, academic, physician or resident, which is not initially sponsored by a government agency or by a private commercial company. IITs may include prospective or retrospective reviews. When completing a retrospective review, the parties agree to utilize a Data Use Agreement with the scope of work for each study, subject to all state and Federal law, including but not limited to those related to the disclosing, receiving, transmitting or maintaining of a Limited Data Set (“LDS”) in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and its regulations codified at Title 45 party 160 through 164 of the United States Code of Federal Regulations, as amended (the “HIPAA Regulations”). To the extent that the UNLV School of Medicine, or one of its employees, agents, physicians or residents, engage in research with information obtained through the Data Use Agreement derived from clinical encounters at UMC, the UNLV School of Medicine will share the data and the results of studies derived therefrom. Each party shall ensure that the other party receives appropriate recognition in any future research studies, publications, or research articles resulting from the retrospective review conducted under this Agreement. UNLV School of Medicine shall further ensure that UMC is provided with recognition in future research studies or research articles that result from the retrospective review. To the extent that an IIT involves a prospective review, and UMC provides for any funding through Section 4.3, below, UMC will receive recognition and well as a share of proceeds this is commensurate with its percentage share of funding. The parties will execute separate letters of agreement, if and as necessary, to set forth any financial or other terms applicable to the IIT.

4.3 *Academic Mission Support for Research Programs/Research Council.* UMC shall allocate Academic Mission Support for Research, as the same is defined and described in *Schedule I*, attached hereto and incorporated by reference. Any Academic Mission Support for Research must be utilized for the joint Research Programs only and will be detailed in letters of agreement as set forth in this Section 4. The parties will organize a Research Council, as described in Section 9.6, which will be responsible for implementing and operationalizing the provisions of this Section 4, including but not limited to the negotiation of the letters of agreement contemplated herein, subject to the parties' applicable delegations of authority. The Research Council will also be responsible for evaluating joint Research Programs that may be funded, in whole or in part, by Academic Mission Support for Research. Notwithstanding the preceding, the sponsoring institution of a GME program will be responsible for salary support for resident and fellow time spent on research.

4.4 *Exclusivity.* The parties agree that in the event Research Programs, or any resulting Government Sponsored Study, Industry Study, or ITT is performed, in whole or in part at UMC, UMC must be referenced as the Institution, be included in the same, and share in awards or compensation related thereto in accordance with this Section 4 and the negotiated letters of agreement referenced herein.

4.5 *Intellectual Property.* Notwithstanding any of the foregoing, all right, title, and interest to all data, research results, or any other system, process, or work product, including but not limited to items designated as intellectual property derived solely by UNLV while performing research will reside in UNLV. Likewise, all right, title, and interest to all data, research results, or any other system, process, or work product, including but not limited to items designated as intellectual property derived solely by UMC resulting from research shall reside in UMC. Title to all data, research results, or any other intellectual property derived jointly by UNLV and UMC, as determined by U.S. Patent Law, shall reside jointly in UNLV and UMC.

Nothing in this Agreement grants to either party any rights or interest in the other party's Background Intellectual Property. "Background Intellectual Property" means (1) all works of authorship created outside the scope of this Agreement and (2) potentially patentable discoveries conceived or first reduced to practice outside the scope of this Agreement.

UNLV reserves for itself a royalty-free, irrevocable license to make and use UNLV Intellectual Property or Joint Intellectual Property developed under this Agreement for its own internal research and educational purposes. UMC reserves for itself a royalty-free, irrevocable license to make and use UMC Intellectual Property or Joint Intellectual Property developed under this Agreement for its own internal research and educational purposes.

Section 5. Indemnification

5.1 *Centers for Medicare and Medicaid Claims.* The UNLV School of Medicine will indemnify and hold harmless UMC for any claims, fines or penalties by the Centers for Medicare and Medicaid Services (CMS) with respect to Graduate Medical Education cost reporting caused by the UNLV School of Medicine's errors, acts or omissions related to resident salary support funding for the applicable statute of limitations. Notwithstanding the respective parties' right to invoke sovereign and/or statutory immunity, statutory defenses, and/or the applicability of statutory damage caps to certain claims, the parties agree that the UNLV School of Medicine shall indemnify and hold harmless UMC to the full extent UMC is held liable for the errors, acts or

omissions of the UNLV School of Medicine and/or its employees, agents, or contractors. In the event that UMC believes that it may have an obligation to CMS that could trigger UNLV's obligations under this section, and/or in the event that UMC receives any information that puts it on notice of a potential claim, penalty or fine that could trigger UNLV's obligations under this Section, UMC will provide prompt written notice to UNLV. UMC shall provide full information and documents to the UNLV School of Medicine and its legal representatives with respect to any potential obligation of UNLV under this Section. UMC and UNLV agree to work together to assess, quantify and determine the extent of any such obligation and to cooperate in good faith toward resolution if any such obligation arises.

5.2 *Other Third Party Claims.* To the extent limited in accordance with NRS 41.0305 to NRS 41.039, UNLV School of Medicine shall indemnify, defend, and hold harmless UMC from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses (but not including attorneys' fees), arising either directly or indirectly from any act or failure to act by UNLV School of Medicine or any of its officers or employees in the course and scope of their public duties, which may occur during or which may arise out of the performance of this Agreement. To the extent expressly authorized by Nevada law, UMC agrees to indemnify, defend, save and hold harmless UNLV School of Medicine, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgment and/or expenses, but not including attorneys' fees, arising either directly or indirectly from any act or failure to act by UMC or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

Section 6. Professional Services and Academic Support.

6.1 *Funding for Professional Services and Academic Mission Support.* Consistent with the applicable Legal Requirements (as defined in Section 6.3), and subject to Section 14.1, the parties agree to the following:

- a. The parties may execute certain Professional Services Agreements for the clinical services and administrative services performed by the UNLV School of Medicine at UMC (individually a "PSA" and collectively the "PSAs"). Notwithstanding the preceding, the parties acknowledge and agree that certain PSAs may be in existence as of the Effective Date and will continue in accordance with such terms and conditions therein. All compensation paid under existing or new PSAs will be based upon fair market value compensation and commercially reasonable terms for the services provided thereunder, as determined by an independent valuation expert jointly engaged by the parties (with costs shared equally) to ensure compliance with all applicable Legal Requirements. Pursuant to the provisions of the PSA, UMC maintains the right to independently evaluate the clinical services provided under a given PSA, including but not limited to the quality, competence and availability of the services provided, and amend or terminate the PSAs in accordance with the terms therein for the best interest of hospital operations and patient care. The President of UNLV is authorized to approve any amendments or modifications to the initial PSAs on behalf of NSHE, UNLV and UNLV School of Medicine. The consent of UMC to any amendments or modifications to the PSAs will be approved in accordance with the existing delegation of authorities to the UMC Board of Hospital Trustees, the UMC Governing Board and/or Chief Executive Officer, as applicable.

- b. In furtherance of the common mission of the Academic Health Center, UMC has agreed to provide academic mission support to UNLV School of Medicine, for the purpose of ongoing joint efforts in the areas of *teaching, research* and *community service*. The amount and frequency of payment of such mission support shall be set forth on *Schedule 1* to this Agreement. Prior to the commencement of a new academic year, the parties will meet to discuss changes to *Schedule 1* and shall amend the same as necessary. The President of UNLV is authorized to approve the same on behalf of NSHE. UNLV and UNLV School of Medicine and the Governing Board shall approve the same on behalf of UMC.

- c. The resident salaries for each annual year shall be set forth on *Schedule 1*, attached hereto and subject to amendment on an annual basis based upon the number of residents employed by UNLV School of Medicine and training at UMC. Such amounts are not-to-exceed amounts and will only be paid based upon the full time equivalencies (FTEs), and the hourly portion thereof, relating to actual time spent at UMC (inclusive of didactic time completed at a UMC facility and upon implementation of an acceptable tracking system, the actual time spent at a UNLV Medicine d/b/a UNLV Health clinic. Amounts due and owing pursuant to this section shall be detailed in reports generated by the New Innovations system, which interfaces with the ResQ Medical platform (or comparable system as approved in advance by both parties) and shall be paid monthly upon receipt of accurate invoices submitted by the UNLV School of Medicine in accordance with Section 6.2, below. UNLVKSOM represents and warrants that: (i) implementation of the ResQ platform will be implemented by UNLVKSOM as soon as reasonably possible to meet its obligations under this subsection; (ii) that in the period prior to such implementation of the ResQ platform, UNLVKSOM will permit access by UMC to UNLVKSOM's New Innovations system to review and validate resident and fellow activities; and (iii) UNLVKSOM will agree to be bound by further location and time monitoring requirements that are set forth in the parties GME Agreement. If any such amendments or changes are necessary, the President of UNLV is authorized to approve the same on behalf of NSHE. UNLV and UNLV School of Medicine and the Governing Board shall approve the same on behalf of UMC.

6.2 *Invoicing Requirements/Audit Rights.* In order to document compliance with its ongoing accounting responsibilities for all resident and fellow salary support funding, including but not limited to those funds reimbursable by CMS for UMC's residency slots, UNLV School of Medicine shall obtain the signature of the program director of each GME Program attesting to the accuracy of the schedule and provide the same to UMC at the time UNLV School of Medicine submits each of its monthly invoices to UMC. Additionally, within three (3) days of UMC's request, copies of all original schedules and work papers will be provided to UMC with a signed verification of the accuracy of those records by the UNLV School of Medicine Designated Institution Official (DIO). UMC will withhold from any payment due to UNLV School of Medicine any and all sums related to payments for resident and fellow hours not spent at UMC. In the event that the documentation to be received pursuant to this Section 6.2 is incomplete or insufficient, in the sole determination of UMC, UMC shall have the right to audit all UNLV School of Medicine documentation relevant to UMC's payments pursuant to this Section 6. All documentation will be made available (including access to electronic forms of documentation if and as necessary) within thirty (30) days of written request by UMC and payments will be withheld until such time as UMC determines that it has received the necessary documentation to confirm the accuracy of the invoice and compliance with the terms of this Section 6.2.

6.3 *Legal Requirements.* The parties acknowledge that the obligations imposed by this Agreement will be subject to and limited by certain federal and state law and regulations governing patient referrals and fair market compensation requirements, including, but not limited to “Stark Law” (currently codified at 42 U.S.C. § 1395nn and 42 C.F.R. § 411.350 -411-389) and other anti-kickback restrictions (the “Legal Requirements”). Nothing in this Agreement shall require, or be interpreted to require, either party to act or take action in violation of any Legal Requirements.

Section 7. Academic Health Center Shared Services

7.1 *Management Services Agreement.* Within three (3) months of the Effective Date, the parties agree to meet and to explore what, if any, potential management or other services could be shared in order to best meet the needs of the Academic Health Center and the GME Consortium contemplated by this Agreement. Examples of potential shared services include but are not limited to: (1) clinic management; (2) billing and collection services; (3) surgery scheduling; and (4) faculty and training resources, including shared functions in resident tracking software (e.g., New Innovations), simulation lab, and library access. The parties agree that any resulting management services agreement will be based on fair market value compensation and commercially reasonable terms, as determined by an independent valuation expert jointly engaged by the parties (with costs shared equally) in order to meet all applicable Legal Requirements.

7.2 *Electronic Health Record System.* Integral to the Academic Health Center shared services contemplated in this Section 7 is UNLV School of Medicine’s use of UMC’s Epic Electronic Medical Records System, and its related third-party software, as a community connect partner (the “Epic System”). Concurrent with the Effective Date, the parties will enter into a new EMR System Access Agreement (“EMR Access Agreement”), for the purpose of UNLV School of Medicine continued access to the Epic System on the terms and conditions set forth therein. The EMR Access Agreement terms will include: (1) a term of no less than five years and a termination without cause provision of no less than three hundred and sixty-five (365) days; (2) provisions setting forth final decision making authority in the event of a tie among parties to reside with the owner of the Epic System (i.e., UMC); (3) payment terms necessary to cover the costs associated with UNLV School of Medicine’s use; and (4) such other reasonable customary terms and conditions based upon the parties negotiation. The President of UNLV is authorized to approve any amendments or modifications to the EMR Access Agreement on behalf of NSHE, UNLV and UNLV School of Medicine. The consent of UMC to any amendments or modifications to the EMR Access Agreement will be approved in accordance with the existing delegation of authorities to the Governing Board and/or Chief Executive Officer, as applicable.

Section 8. Joint Marketing and Branding.

8.1 *Marketing Plan.* Commencing on the Effective Date, the parties will detail certain marketing and advertising strategies related to jointly identified community outreach initiatives (“Community Outreach Project(s)”), Research Programs, or other mutually agreed upon initiatives. Marketing and public relations representatives will meet and discuss initiative specific projects identified pursuant to this Section 8.1. These marketing and public relations discussions shall also include a method for the allocation of the costs between the parties, which may utilize Academic Mission Support funding, as available, pursuant to *Schedule 1*. After applying Academic Mission Support, if any, the cost allocation for marketing and advertising shall be shared

equally and will be subject to the approval of both the Chief Executive Officer of UMC and the Dean of the UNLV School of Medicine.

8.2. *Use of Marks.* Each party owns or controls certain copyrights, trademarks, trade names, trade dress, logos, slogans, seals and other intellectual property (the “**Marks**”). The parties will set forth certain rights of each party to use the Marks of the other to market and brand the Community Outreach Project(s), Research Programs, or other mutually agreed upon purposes (the “**Permitted Marks**”). Except as expressly authorized in writing, neither party shall utilize any Mark of the other party, or permit any third party to utilize the Mark. The parties acknowledge and agree that a joint UMC/UNLV School of Medicine logo has been created and approved by each party; provided however, prior to the use of such joint logo, each party will obtain the consent and authorization to use the logo in any public forum.

8.3 *Marketing or Promotional Activities at a UMC Facility.* In order to ensure compliance with all UMC policies and procedures, as well as state and federal laws and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, the UNLV School of Medicine, and its affiliated entities, shall not permit any marketing or promotional activities to occur in a UMC facility without the express written consent of UMC. Consent will be conditioned upon review by UMC’s Chief Experience Officer and the UMC Compliance & Privacy Officer, or respective delegated representatives, and may be withheld in UMC’s sole discretion.

Section 9. Academic Health Center Councils.

9.1 *Academic Health Center Leadership Council.* The parties hereby form a joint affiliation leadership council that will include members from each of UMC and the UNLV School of Medicine, including but not limited to the Chief Executive Officer of UMC, the Chief Operative Officer of UMC, the Dean of the UNLV School of Medicine, the Chief Executive Officer of UNLV Health, along with legal counsel for each of UMC and UNLV School of Medicine and other parties deemed appropriate based on need. The Leadership Council will be responsible for implementing the terms of this Academic Health Center Affiliation Agreement and defining the overall annual goals for the upcoming fiscal/academic year, charging and overseeing various sub-councils identified herein, and the creation of additional standing or ad hoc groups for that may include: 1) IT/Cybersecurity/HIPAA compliance, 2) Government programs/funding and legislative initiatives, 3) Finance and funds flow, 4) Clinical Informatics. When related to the operations of UMC, all final decision-making authority in the event of a tie among participants in the Leadership Council (or any other standing or ad hoc council or sub-council created pursuant to this Section 9) will reside with UMC and its governing bodies.

9.2 *GME Consortium Council.* The GME Consortium will collaborate on all matters pertaining to graduate medical education, including ensuring that all GME Programs comply with the requirements of relevant accrediting and regulatory agencies involved in graduate medical education oversight. A joint committee will be led by both organizations’ Designated Institution Official (DIO), or designee, and will review the resident experience, current and upcoming requirements for the learning environment, resident wellness, interdisciplinary training and other areas related to GME as charged. All matters that must be retained by a sponsoring institution’s GMEC, will be referred back to the appropriate GMEC by its DIO, for ultimate voting approval consistent with ACGME requirements.

9.3 *UME Council.* A joint committee led by the UNLV Vice Dean for Academic Affairs and the UMC External and Academic Affairs Administrator, or designee, will meet quarterly and be responsible for planning, reviewing and recommending requirements, data, and resources for curriculum alignment, clinical training environments and student success and continued accreditation. Any changes in the learning environment as it pertains to hospital requests or accreditation standards will be reviewed in the UMC Council with recommendations ultimately made to the Leadership Council.

9.4 *Community Outreach Council.* A joint committee that is led by the appointments by the Chief Executive Officer of UMC and the Dean of the UNLV School of Medicine will identify opportunities for community health education, community service, health fairs, public campaigns, resilience initiatives, and patient engagement opportunities, as further described in Section 10 below.

9.5 *Clinical Practice Council.* Consistent with the mission to improve access to health care, promote healthcare innovation, and further the teaching mission of the Academic Health Center, the parties will work in collaboration for service line development and growth of the clinical enterprise where a service line involves a GME Program(s). A joint committee that will include parties from each of UMC and the UNLV School of Medicine, including but not limited to the Chief Executive Officer of UMC, the Chief Operative Officer of UMC, the Dean of the UNLV School of Medicine and the Chief Executive Officer of UNLV Health, along with other parties deemed appropriate based on need.

9.6 *Research Council.* Consistent with the provisions outlined in Section 4, a joint committee led by the UMC Director Research and UNLVKSOM Associate Dean for Research will be formed to oversee the development and administration of various joint Research Programs. During the twelve (12) months following the Effective Date of this Agreement, the primary responsibility of the Research Council will be to research and report to the Leadership Council regarding the implementation of a model for the development of robust Research Programs in each of the three categories listed in Section 4.1 and 4.2 above. Additionally, where identified, the parties can submit proposals to the Leadership Council for the consideration of funding for Academic Mission Support for Research.

9.7 *Delegations of Authority.* Nothing in this Section 9, or elsewhere in this Agreement, shall be construed to supersede the authority of the various governing bodies of UMC or UNLVKSOM, respectively, as the same are set forth in applicable state law, county code or ordinance, and the various governance documents of the same. Those governing bodies retain the authority as set forth therein, and all decisions of the various councils described above are subject to those approvals where and as applicable.

Section 10. Community Outreach Programs.

The UNLV School of Medicine and UMC intend to sponsor and participate in numerous health initiatives, public education programs, and community health activities (“**Community Outreach Programs**”) with a variety of health care providers, community health organizations, hospitals, and government entities. The development, implementation and organization of these Community Outreach Programs will be directed by the Community Outreach Council as set forth in Section 9.4. The parties may utilize funds reserved for Academic Mission Support for Community Outreach, as further described on *Schedule 1*. Nothing in this Agreement or the GME

Affiliation Agreement shall prevent either party from engaging in such Community Health Programs, including with Another Hospital or Another Medical School.

Section 11. Licensing and Accreditation.

The parties will cooperate with each other on any licensing or accreditation related to the operations of the UNLV School of Medicine, UMC or the Academic Health Center contemplated by this Agreement, including those imposed by the Accreditation Council for Graduate Medical Education and any CMS-approved accreditation body for hospitals.

Section 12. Dispute Resolution.

12.1 *Negotiation.* Any dispute arising out of or related to this Agreement shall be subject to the following dispute resolution procedures. Either party may give the other party notice of any dispute not resolved in the ordinary course of business by providing the party a written notice describing the nature and basis of the dispute (a “**Dispute Notice**”); the notice shall be served as provided in Section 14.3. Within five (5) business days after delivery of any Dispute Notice, the receiving party shall submit a written response to the Dispute Notice (a “**Response**”) which shall be served on the other party as provided in Section 14.3. The Response shall describe in detail the receiving party’s position related to the dispute described in the Dispute Notice. Within ten (10) business days after delivery of the Response, the Dean of the UNLV School of Medicine and the Chief Executive Officer of UMC shall meet to attempt to resolve the dispute (a “**Dispute Meeting**”). The Dispute Meeting shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any statements made or materials given by any party during the Dispute Meeting may not be used against it in later proceedings if the parties fail to resolve the dispute during the Dispute Meeting.

12.2 *Mediation.* If any dispute arising out of or related to this Agreement is not resolved through negotiation as provided in Section 12.1, the parties may by mutual agreement, submit the dispute to non-binding private mediation before a mediator mutually agreed to by the parties at a time and place mutually agreed to by the parties using procedures established by the mediator. The mediation shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any statements made or materials given by any party during the mediation may not be used against it in later proceedings if the parties fail to resolve the dispute during the mediation.

12.3 *Binding Arbitration.* Within thirty (30) calendar days after the conclusion of non-binding mediation pursuant to Section 12.2 (“**Mediation**”), any party wishing to continue to pursue the Dispute may submit the Dispute to binding arbitration to be administered by a recognized entity that provides arbitration services (e.g., the American Health Lawyers Association (“**AHLA**”), the American Arbitration Association (“**AAA**”), Judicial Arbitration and Mediation Services (“**JAMS**”), the Federal Mediation and Conciliation Service (“**FMCS**”), etc.) (collectively an “**Arbitration Company**”), with notice provided to the other party on the same day that the submission is made. The arbitration hearing shall be conducted in Clark County, Nevada, and shall be handled by a single arbitrator who has expertise in health care organizations and, if feasible, expertise in academic health/medical centers. The party requesting binding arbitration shall request from the Arbitration Company the names and curriculum vitae of five (5) individuals to potentially serve as the arbitrator. The parties may agree to jointly select an arbitrator from the list of five (5) individuals provided by the Arbitration Company. If the parties cannot agree upon an

arbitrator from the list, each party will be permitted to strike one (1) individual from the list on a rotational basis (with the party who requested binding arbitration striking first) until a single individual remains to serve as the arbitrator. The arbitrator shall have no authority to award any punitive or exemplary damages, or to vary or ignore the terms of this Agreement, and shall be bound by applicable Federal law, and the laws of the State of Nevada, including, but not limited to, NRS Chapter 38 (i.e., Nevada's adoption of the Uniform Arbitration Act of 2000). The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based. The parties shall divide equally the cost of the arbitration, including, but not limited to the arbitrator's fee and any related administrative fees and charges. The parties shall each bear their respective attorneys' fees and costs incurred in the arbitration. The arbitration and any information obtained in connection with this Agreement or through discovery shall be confidential and neither the parties nor the arbitrator may disclose such information to third parties without the written consent of the parties, except that the parties may disclose such information as necessary to seek confirmation of the arbitration award, to enforce any judgment entered on account of the award, or as otherwise is required by Nevada or federal law; however, the parties may make such disclosure as is necessary to their respective auditors, accountants, attorneys and insurers. Each party expressly acknowledges and agrees that the foregoing constitutes a waiver of its right to a jury or bench trial regarding this Agreement.

Section 13. Term and Termination.

13.1 *Term.* This Agreement shall have an initial term of five (5) years from the Effective Date (the "Initial Term"), and will automatically renew for three (3) additional five (5) year periods (each a "Renewal Term"), unless either party provides written notice to the other party as set forth in Section 14.3 of this Agreement not more than twelve (12) months and no less than six (6) months from the end of the Initial Term or any Renewal Term (together the Initial Term and any Renewal Term shall be defined as the "Term").

13.2 *Termination.* After the Initial Term, either party may terminate this Agreement by giving six (6) months written notice to the other party prior to the commencement of a new academic year (new academic year being defined as the July 1 through June 30 following the notice). The date for termination will then be the date on which the ensuing academic year would normally end. Such time frame is necessary to allow sufficient opportunity for both parties to finish the currently applicable academic year and allow for alternative placement of students, residents and fellows. In the event of a breach of this Agreement by either party, the provisions of Section 12 shall apply; provided however, if they are unable to reach a satisfactory resolution the parties will agree at such time to dissolve the affiliation in such a way that will cause the least disruption to the education and ongoing operations of UMC and the UNLV School of Medicine.

Section 14. Miscellaneous.

14.1 *Privileges and Immunities Not Waived.* It is acknowledged by and between the parties that (1) NSHE is a constitutional entity of the state of Nevada, and (2) UMC is a county hospital organized pursuant to Chapter 450 of the Nevada Revised Statutes. Except as otherwise set forth in Section 5.1 above, nothing contained in this Agreement shall be construed as a waiver or relinquishment by either party of any right to claim any exemption, privilege or immunity provided by to that party by law, including without limitation, any right to terminate (1) this Agreement or (2) any agreement between the parties contemplated by this Agreement, including

the GME Affiliation Agreement, in the event any funding authority fails to appropriate funds to enable the party to fulfill its obligations under such agreements.

14.2 *Administrative Authority*: Except where any applicable policy of the Nevada System of Higher Education or UNLV provides otherwise, the Dean of the UNLV School of Medicine is authorized to issue any approval or consent required to administer this Agreement. Except where any applicable policy of the Clark County Commission, sitting as the Board of Hospital Trustees of UMC, or the Governing Board of UMC, provides otherwise, the Chief Executive Officer of UMC is authorized to issue any approval or consent required to administer this Agreement.

14.3 *Notices*. Any notices to be given under this Agreement shall be delivered by: (1) personal delivery, (2) United States mail, certified or registered, postage prepaid, return receipt requested, or (3) by overnight delivery using a nationally recognized courier. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be delivered or mailed to the following addresses or such other address as either party may specify in writing to the other party:

UNLV: University of Nevada, Las Vegas
School of Medicine
625 Shadow Lane
Las Vegas, NV 89106
Attention: Dean
Telephone: 702-545-2001

with copy to

UNLV General Counsel
4505 South Maryland Parkway
Box 451085
Las Vegas, NV 89154-1085
Attention: Vice President and General Counsel
Telephone: 702-895-5185

UMC: University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attention: CEO
Telephone: 702-383-2000

with copy to

UMC Office of General Counsel
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attn: General Counsel
Telephone: 702-383-3886

14.4 *Governing Law*. This Agreement shall be governed by and enforced in accordance with the laws of the State of Nevada.

14.5 *No Waiver.* The failure of either party to insist at any time upon the strict performance of any requirement, condition or covenant of this Agreement, or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future.

14.6 *Modifications and Amendments.* No alteration, modification, amendment or supplement to this Agreement or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by a duly authorized representative of the parties.

14.7 *Assignment.* Neither party shall assign or transfer this Agreement or any interest therein without prior written consent of the other party.

14.8 *Integration.* This Agreement states the entire understanding between the parties, superseding any previous or contemporaneous understandings, commitments, oral or written, with respect to the subject matter of this Agreement.

14.9 *No Third Party Beneficiaries.* This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein. Further, this Agreement is not intended to create, nor shall it be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the parties.

14.10 *Authority.* Each party represents and warrants that it is authorized to enter into this Agreement, that the person(s) signing on its behalf are duly authorized to execute this Agreement, and that no other signatures are required.

14.11 *Nondiscrimination.* Each party certifies that it does not discriminate against any employee, applicant for employment, student or person to whom it provides services because of race, color, religion, gender, sex, sexual orientation, gender identity, age, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

14.12 *Disbarment.* Each party certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from the same or any state agency or local public body. Each party agrees to provide immediate notice to the other party in the event of being suspended, debarred or declared ineligible by any federal, state or local department or agency, or upon receipt of a notice of proposed debarment during the term of this Agreement.

14.13 *Regulatory Compliance.* Nothing in this Agreement shall be construed as creating any duty or obligation of either party to provide referrals to the other party (or their affiliates) and this Agreement shall not be construed as creating any commitment for referrals of patients or clients between the parties (or their affiliates). It is the intent of the parties that this Agreement comply in all respects with applicable Federal, state and local laws, regulations, rules, case law and applicable administrative opinions (the "Laws"), and the parties have structured their relationship with this specific intent. However, the parties acknowledge that the Laws are complex and subject to change. In the event that any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction or, a regulatory agency issues an opinion or

guidance questioning the structure or enforceability of any provision of this Agreement, the parties will amend this Agreement as necessary in order to comply with the Laws including any such order, opinion or guidance.

14.14 *Counterparts.* This Agreement may be executed in duplicate counterparts and may be transmitted by facsimile, scanned copy or electronic correspondence.

15. Release of Prior Claims.

In consideration of the terms and conditions set forth in this Agreement, UMC shall release, acquit, and forever discharge NSHE, UNLV, and the UNLV School of Medicine from all claims, demands or cause of actions which was asserted in a Dispute Notice previously delivered by UMC pursuant to the terms of Section 12.1 of the Preliminary Affiliation Agreement. Nothing in this Section 15 shall be construed to affect the obligations of the UNLV School of Medicine under Section 5 of this Agreement, specifically with respect to any future claim that is raised in connection with a potential CMS fine or penalty as set forth therein, such obligations to survive for the applicable statute of limitations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Academic Health Center Master Affiliation Agreement as of the Effective Date set forth above.

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**

By: _____
Alison Netski
Interim Dean, UNLV School of Medicine

Date: _____

By: _____
Chris Heavey
Interim President, University of Nevada, Las Vegas

Date: _____

Approved:

By: _____
Matt McNair
Chancellor, Nevada System of Higher Education

Date: _____

Approved as to Legal Form:

By: _____
Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

Date: _____

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2026-2027

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 \$4,200,000

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

“Monthly Invoiced FTE Resident Count” multiplied by **“Average Monthly Resident Salary Support per FTE”** multiplied by 30% (thirty percent)

EXAMPLE: 156.52 X \$7,429.00 x.30 = \$348,836.12

*For purposes for calculating the Academic Mission under this **Schedule 1**, the following defined terms apply:*

“Academic Mission Support for Teaching” means mission support funding for direct or indirect support of the mission of teaching joint residents and fellows in ACGME accredited programs listed on **Schedule 1** as including UMC FTEs (e.g., faculty salaries related to resident teaching, didactic time, or resident and fellow salary support for rotations at UNLV’s associated faculty practice plan, UNLV Medicine, a Nevada non-profit corporation d//b/a UNLV Health or other community sites outside of UMC that meet the parameters set for the GME Affiliation Agreement).

“Full-time Equivalent (FTE)” means the full-time work effort of a resident or fellow in a GME Program – i.e., the ACGME sets an 80-hour work week limit averaged over four weeks which represents the maximum threshold.

“Monthly Invoiced FTE Resident Count” means the resident FTE amount as set forth by UNLVKSOM 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 (i.e., 192.26). For Academic Year 2026-2027 the Average Monthly Resident Salary Support per FTE is \$7,429.00.

“Academic Mission Support for Research” means funding of joint Research Programs as defined in Section 4.

“Academic Mission Support for Community Outreach” means funding of joint Community Health Programs as defined in Section 10.

For the purpose of joint efforts in the areas of Academic Mission Support for Research or Academic Mission Support for Community Outreach, the parties may fund projects with any remaining Academic Mission Support in excess of the Academic Mission Support for Teaching, up to the total Academic Mission Support set forth above (i.e., NTE \$4,200,000.00). 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 (30) days of approved resident salary invoice.

Notwithstanding the preceding, in the event that resident or fellow time has been unpaid pursuant this *Schedule 1* and an invoice(s) are later determined to have included resident or fellow time at unapproved locations, UNLVKSOM acknowledges and agrees that UMC can off-set any resulting overpayment of resident salary support and academic mission support from future payments due and owing to UNLVKSOM under this Agreement.

[RESIDENT COMPENSATION CHART TO FOLLOW ON NEXT PAGE]

**RESIDENT/FELLOW COMPENSATION FOR THE
2026-2027 ACADEMIC YEAR**

Resident/Fellow Salaries (inclusive of benefits): Not to exceed \$17,139,594.50
(amounts will be paid monthly upon receipt of an invoice in accordance with Section 6.1(c), Section 6.2, and the table reflecting the applicable resident FTEs below.)

Program FTE's	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	TOTAL UMC FTEs **	Mission Support FTEs	TOTAL FTEs *
Cardiology				1.78	1.59	1.85	5.22	5.22	9
Child & Adolescent Psychiatry				.44			.44	.44	4
Critical Care Track				3	3		6	6	7
Emergency Medicine	5.94	5.32	5.98				17.24		38
Endocrinology				.93	.47		1.4	1.4	4
Family Medicine	5	3.7	3.4				12.10	12.10	15
Family Medicine Rural	1.62	.17	.08				1.87	1.87	6
Gastroenterology				.93	.97	1.03	2.93	2.93	6
General Surgery	3.72	3.4	1.85	2.45	2.79		14.21	14.21	30
Geriatrics							0	0	0
Internal Medicine	21.72	18.68	16.75				57.15	57.15	76
OB/GYN	3.02	2.24	2.83	2.67			10.76	10.76	25
Orthopaedics	3.06	2.93	3.92	2.15	2.92		14.98		20
Otolaryngology	.8	1.55	.77	1.6	.83		5.55	5.55	7
Pediatrics	4.81	4.22	4.27				13.3	13.3	33
Pediatric Emergency Medicine				.88	.92	1.72	3.52		4
Plastic Surgery	.91	.91	1.91	0	.83	.83	5.39	5.39	6
Psychiatry	5	4.25		2			11.25	11.25	39
Pulmonary CC/Crit. Care Track				1.55	2.33	1.35	5.23	5.23	10
Surgical Critical Care						3.72	3.72	3.72	4
Forensic Pathology							0		1
Forensic Psychiatry							0		0
Rheumatology							0		4
Sports Medicine							0		1
Total FTE's	55.66	47.37	41.76	20.38	16.65	10.5	192.26	156.52	352

* This column represents the total residents/fellows in the respective programs sponsored by the UNLV School of Medicine (irrespective of PGY). The portion of the Total FTEs in excess of the UMC FTEs (i.e., 159.74) are not funded by UMC with either salary support or academic mission support dollars.

** The Total UMC FTE funding will include the payment of vacation time, sick time and other approved paid leave when the resident or fellow is scheduled for a UMC rotation.

Attachment A

See Attached Diagram

Attachment B

GME Programs

<u>Program Name</u>	<u>Another Hospital</u>
OB/GYN	Sunrise, Mike O'Callaghan Hospital, VA.
<i>Pediatrics Residency</i>	<i>Sunrise</i>
<i>Psychiatry Residency</i>	<i>Rawson Neal, VA, Seven Hills Behavioral Institute</i>
Rural Family Medicine	Humboldt General Hospital
Cardiology Medicine Fellowship	VA
<i>Child and Adolescent Psychiatry</i>	<i>Desert Willow Treatment Center</i>
Emergency Medicine Residency	Mike O'Callaghan Hospital
Endocrinology Fellowship	VA
Family Medicine Residency	VA
<i>Forensic Psychiatry Fellowship</i>	<i>Stein Hospital</i>
Gastroenterology Fellowship	VA
General Surgery Residency	VA, Mike O'Callaghan Hospital
Geriatric Medicine Fellowship	VA
Internal Medicine Residency	VA
Orthopaedic Surgery Residency	VA
Plastic Surgery Residency	VA, Mike O'Callaghan
Pulmonary and Critical Care Fellowship	Mike O'Callaghan Hospital, VA

*- The above list of programs does not contain certain participating sites where residents and/or fellows might be trained as further described in Section 3.5. These GME Programs are not funded by UMC with either resident or fellow salary support or academic mission support dollars.

Attachment C

Didactic Programs at UMKC

Days	Program	Didactics	Time in	Time out	Total hrs	Frequency
Thur (1st, 3rd, 4th)	Pediatric EM	Didactics	11:00 AM	3:00 PM	4	Weekly (except 2nd week)
Wednesday	Ortho	Didactics	6:30 AM	9:30 AM	3	Weekly
Every Other Monday	Ortho	Didactics - Sports / SE Conference (Room - UMC Ortho Clinic)	7:00 AM	8:00 AM	1	Every other Week
Monday-Friday	Cardiology	Didactics (Room - Delta Point)	7:00 AM	8:00 AM	1	Daily M-F
Wednesday	GI	Didactics	4:00 PM	6:00 PM	2	Weekly
Thursday	Endocrinology	Didactics	1:00 PM	4:00 PM	3	Weekly
Wednesday	EM	Didactics (Delta Point)	8:00 AM	1:00 PM	4	Weekly
Monday	Internal Medicine	Didactics - Intern Report	12:00 PM	1:00 PM	1	Weekly
Tuesday	Internal Medicine	Didactics - Academic Half Day	12:00 PM	4:00 PM	4	Weekly
Wednesday	Internal Medicine	Didactics - Noon Report	12:00 PM	1:00 PM	1	Weekly
Thursday	Internal Medicine	Didactics - Noon Report	12:00 PM	1:00 PM	1	Weekly
Friday	Internal Medicine	Didactics - Noon Report	12:00 PM	1:00 PM	1	Weekly
Tuesday	PCCM	Didactics	12:00 PM	1:00 PM	1	Weekly
Wednesday	PCCM	Didactics	12:00 PM	1:00 PM	1	Weekly
Thursday	PCCM	Didactics	12:00 PM	1:00 PM	1	Weekly
Friday	Family Medicine	Didactics	1:00 PM	5:00 PM	4	Weekly

Conference Room Capacity - Max 50 (will include necessary audio visual equipment)

Attachment A

UMC <-> UNLVKSOM
ACADEMIC HEALTH CENTER

