

SIXTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS SIXTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "Sixth Amendment"), 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 School of Medicine ("UNLV School of Medicine") and the University Medical Center of Southern Nevada ("UMC") with the intent it be effective on July 1, 2021, and;

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 executed that certain Third Amendment, Fourth Amendment and Fifth Amendment to the Preliminary Affiliation agreement to amend Schedule 1 of the Agreement for resident salaries and mission support;

WHEREAS, pursuant to Section 9.1 of the Preliminary Affiliation Agreement, the parties mutually agree to continue negotiations towards an Academic Health Center Master Affiliation Agreement, unless otherwise mutually agreed;

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 2021-2022; and

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 2021-2022.

2. No Further Modifications

Except as modified in this Sixth 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 Sixth Amendment, the terms of this Sixth Amendment

shall prevail. This Sixth 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 Sixth Amendment on the dates as set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

Date: _____

Mason Van Houweling
Chief Executive Officer

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the University of Nevada, Las Vegas**

By: _____

Date: 5/13/21

Marc Kahn
Dean, UNLV School of Medicine

By: _____

Date: 5/13/2021

Keith E. Whitfield
President, University of Nevada, Las Vegas

Approved as to Legal Form:

By: Elda Luna Sidhu

Date: 05-12-2021

Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2021-22

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: \$3,700,000.00 (such amount shall be paid monthly in equal installment on or about the 15th day of the month)

Resident salaries for the 2021-2022 Academic Year:

Resident Salaries: Not to exceed **\$15,190,371.00** (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	-	-	-	1.86	2.07	2.07	6.00
Child & Adolescent Psychiatry	-	-	-	0.63	-	-	0.63
Emergency Medicine	6.00	8.07	7.93	-	-	-	22.00
Endocrinology	-	-	-	1.00	1.00	-	2.00
Family Medicine	5.00	4.00	4.00	-	-	-	13.00
Family Medicine Rural	2.00	0.1	0.2	-	-	-	2.3
Gastroenterology	-	-	-	0.94	1.07	1.07	3.08
General Surgery	4.00	3.34	2.42	2.67	3.50	-	15.93
Geriatric Medicine	-	-	-	0.40	-	-	0.40
Internal Medicine	20.86	17.85	17.64	-	-	-	56.35
OB/GYN	3.25	3.26	3.34	5	-	-	14.85
Orthopaedic Surgery	3.67	3.00	4.00	3.00	4.00	-	17.67
Otolaryngology	2.00	1.00	1.00	1.00	1.00	-	6.00
Pediatrics	6.13	4.86	5.77	-	-	-	16.76
Pediatric Emergency Medicine	-	-	-	2	2	-	4.00
Plastic Surgery	1.00	1.00	1.00	0.75	1.00	1.00	5.75
Psychiatry	5.00	4	-	1.50	-	-	10.50
Pulmonary Critical Care	-	-	-	1.96	1.92	2.04	5.92
<i>Critical Care Medicine</i>	-	-	-	4.11	2.04	-	6.15
Sports Medicine	-	-	-	0.50	-	-	0.50
Surgical Critical Care	-	-	-	-	-	5.09	5.09
Total FTE							214.88