

EIGHTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS EIGHTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "Eighth 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, 2023.

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 and Seventh Amendment to the Preliminary Affiliation agreement to amend Schedule 1 of the Agreement for resident salaries and mission support.

WHEREAS, UMC has attempted unsuccessfully to engage in negotiations toward an Academic Health Center Master Affiliation Agreement. Dispute resolution proceedings have commenced with respect to UNLV's engagement with third parties, which UMC claims to violate the Preliminary Affiliation Agreement. If affirmed, UMC will seek earlier termination of the Preliminary Affiliation Agreement.

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 2023-2024.

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

WHEREAS, the parties hereto expressly reserve any and all available rights, remedies and defenses, either at law or in equity, under the Preliminary Affiliation Agreement, and nothing contained in or omitted from this Eighth Amendment is or shall be deemed to be a limitation, restriction or waiver of any of the UNLV School of Medicine's or UMC's remedies or defenses under 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. **Incorporation.** The recitals set forth above are hereby incorporated into and made part of this Eighth Amendment.

2. 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 2023-2024.

3. No Further Modifications

Except as modified in this Eighth 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 Eighth Amendment, the terms of this Eighth Amendment shall prevail. This Eighth 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Eighth 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**

By: Marc J. Kahn, MD, MBA

Marc Kahn, M.D.
Dean, UNLV School of Medicine

Date: 06 / 20 / 2023

By: KEW

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

Date: 06 / 20 / 2023

Approved as to Legal Form:

By: Elda M. Sidhu

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

Date: 06 / 20 / 2023

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2023-24

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 \$3,745,385.16]

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* [avg. monthly resident salary support per FTE] *multiplied by* 22.5% [twenty-two and one-half percent]

EXAMPLE: 204.78 X \$6774 x .225 = \$312,115.43

Academic Mission Support will be paid within thirty days of approved resident salary invoice (see below).

RESIDENT COMPENSATION FOR THE 2023-2024 ACADEMIC YEAR:

Resident Salaries (inclusive of benefits): Not to exceed \$16,104,243.00 (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.)

Program UMC FTE's	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	Total
Cardiology				1.86	1.92	2.30	6.08
Child & Adolescent Psychiatry				0.63			0.63
Critical Care Track				3.00	3.00		6.00
Emergency	6.00	6.00	6.00				18.00
Endocrinology				0.93	1.14		2.07
Family	5.00	4.00	4.00				13.00
Family Medicine Rural	2.00	0.17	0.17				2.34
Forensic Psychiatry							0.00
Gastroenterology				0.99	1.06	1.07	3.12
Geriatrics				0.98			0.98
General Surgery	3.96	3.31	2.32	2.46	2.97		15.02
Internal Med	22.12	18.47	16.33				56.92
OB/GYN	3.50	2.72	3.00	2.81			12.03
Ortho	3.57	3.46	4.00	2.84	2.85		16.72
Otolaryngology	1.90	0.91	1.83	0.90	0.90		6.44
Pediatrics	5.16	3.51	4.60				13.27
Pediatric Emergency Med (New FY20)	1.85	1.85	1.85				5.55
Plastics	1.00	1.00	1.00	1.00	1.00	2.00	7.00
Psychiatry	5.00	4.00		1.25			10.25
Pulmonary Critical Care/Critical Care Track				2.30	1.82	2.24	6.36
Sports Medicine							0.00
Surgical Critical Care						3.00	3.00
Total UMC FTE's	61.06	49.40	45.10	21.95	16.66	10.61	204.78

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.