

SEVENTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS SEVENTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "Seventh 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, 2022.

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 and Sixth 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 with an anticipated effective date of July 1, 2023, 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 2022-2023 and make other changes as mutually agreed.

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. Section 6.1(c) shall be deleted in its entirety and replaced with the following.
 - 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 providing services at UMC. Such amounts are not-to-exceed amounts and will only be paid based upon the full time equivalencies (FTEs) and the portion thereof relating to actual time spent at UMC, or at such other locations as agreed to by UMC and which has been memorialized in the signed Master Affiliation Agreement for Graduate Medical Education. Amounts due and owing pursuant to this section shall be

detailed in reports generated by the New Innovations system (or comparable system) and shall be paid monthly upon receipt of accurate invoices submitted by the UNLV School of Medicine in accordance with this Section 6.1(c). 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.

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 2022-2023.

3. No Further Modifications

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

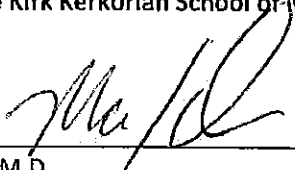
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Seventh Amendment on dates set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

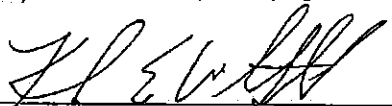
By: _____
Mason Van Houweling
Chief Executive Officer

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

Date: 6/20/22

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

Date: 6/20/2022

Approved as to Legal Form:

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

Date: 06/17/2022

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2022-23

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 COMPENSATION FOR THE 2022-2023 ACADEMIC YEAR:

Resident Salaries (inclusive of benefits): Not to exceed \$15,364,340 (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 | | | | 1.94 | 1.76 | 2.30 | 6.00 |
| Child & Adolescent Psychiatry | | | | 0.63 | | | 0.63 |
| Critical Care Track | | | | 3.00 | 4.00 | | 7.00 |
| Emergency | 6.00 | 6.00 | 8.08 | | | | 20.08 |
| Endocrinology | | | | 1.00 | 1.08 | | 2.08 |
| Family | 5.00 | 4.00 | 4.00 | | | | 13.00 |
| Family Medicine Rural | 2.00 | 0.17 | 0.25 | | | | 2.42 |
| Forensic Psychiatry | | | | | | | 0.00 |
| Gastroenterology | | | | 0.94 | 1.00 | 1.07 | 3.01 |
| Geriatrics | | | | 0.75 | | | 0.75 |
| General Surgery | 4.00 | 3.34 | 2.42 | 2.58 | 1.84 | | 14.18 |
| Internal Med | 21.04 | 18.51 | 16.47 | | | | 56.02 |
| OB/GYN | 3.18 | 3.32 | 2.92 | 3.33 | | | 12.75 |
| Ortho | 3.67 | 3.86 | 3.86 | 3.00 | 3.53 | | 17.92 |
| Otolaryngology | 1.00 | 2.00 | 1.00 | 1.00 | 1.00 | | 6.00 |
| Pediatrics | 4.69 | 5.75 | 4.68 | | | | 15.12 |
| Pediatric Emergency Med (New FY20) | | | | 1.84 | 1.83 | 0.92 | 4.59 |
| Plastics | 1.00 | 1.00 | 1.00 | 1.00 | 2.00 | | 6.00 |
| Psychiatry | 5.00 | 4.00 | | 1.50 | | | 10.50 |
| Pulmonary Critical Care/Critical Care Track | | | | 2.00 | 1.99 | 2.09 | 6.08 |
| Sports Medicine | | | | | | | 0.00 |
| Surgical Critical Care | | | | | | 4.00 | 4.00 |
| Total UMC FTE's | 56.58 | 50.95 | 44.68 | 24.51 | 20.03 | 11.38 | 208.13 |

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.