

TENTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS TENTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this “**Tenth 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**” or “**UNLVSOM**”), and the University Medical Center of Southern Nevada (“**UMC**”) with the intent it be effective on July 1, 2025.

WITNESSETH

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

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

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

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

WHEREAS, the UNLV School of Medicine and UMC desire to amend Schedule 1 to the Preliminary Affiliation Agreement in order to set forth UMC’s funding of resident salaries and its academic mission support for Academic Year 2025-2026, and make other changes as described herein.

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. A new Section 16 shall be added to the Agreement which shall read as follows:

Section 16. Transition Term

During the term of this Tenth Amendment (the “Transition Term”), the parties agree to the following:

- A. Resident and Fellow Records and Related Requirements. In order to document compliance with its ongoing accounting responsibilities for all resident and fellow salary support funding (inclusive of those funds reimbursable by CMS for UMC’s residency slots), UNLVSOM shall: (1) maintain detailed and accurate schedules and work papers (e.g., case/procedure logs, time records) for all residents and fellows that allow sufficient detail to identify the location and time spent each day by the resident or fellow for the entirety of his or her training in a given GME Program (i.e., up to the 80 hours per week pursuant to ACGME requirements); (2) if the resident or fellow is not on the UMC campus, then the schedule and work papers shall reflect the location of the resident or fellow, as well as a brief reason for how the experience at the non-

UMC site supports ACGME requirements for the resident or fellow's training in the GME Program's curriculum, as well as a description of why the experience cannot be performed at UMC (or a non-UMC site that is approved pursuant to Schedule 2 of the Master GME Affiliation Agreement); and (3) UNLVSOM 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 UNLVSOM 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 UNLVSOM Designated Institution Official (DIO). UMC will withhold from any payment to UNLVSOM any and all sums related to payments for resident and fellow hours not spent at UMC or a pre-approved site pursuant to Schedule 2 of the Master GME Affiliation Agreement. UNLVSOM will indemnify and hold harmless UMC for any ~~past or future~~ claims, fines or penalties by the Centers for Medicare and Medicaid Services (CMS) with respect to Graduate Medical Education cost reporting caused by UNLVSOM'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 UNLVSOM shall indemnify and hold harmless UMC to the full extent UMC is held liable for the errors, acts or omissions of UNLVSOM 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 UNLVSOM 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.

- B. **No Waiver.** Notwithstanding the foregoing, the parties acknowledge and agree all other provisions related to resident support and GME programs pursuant to either this Preliminary Affiliation Agreement or the Master GME Affiliation Agreement remain in full force, including but not limited to, rights with respect to the exclusive relationship in developing an Academic Health Center (Section 1.2), UMC's right of first refusal to new and expanded residencies (e.g., Section 3.2.b of the Preliminary Affiliation Agreement) and the approval of UMC's financial support for non-UMC sites (e.g., Section IV.H and Schedule 2 of the Master GME Affiliation Agreement). Furthermore, nothing in this Section 16 or elsewhere in this Tenth Amendment will be interpreted to mean that UMC has waived any known or unknown claims, rights, actions or causes of actions arising out of, or pertaining to, the Preliminary Affiliation Agreement or its ancillary agreements referenced therein or any other agreements by and between the Parties.
- C. **Collaborative Planning.** Both parties commit to the timely formation of a team to work on a new Affiliation agreement.

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 2025-2026.

3. **No Further Modifications**

Except as modified in this Tenth Amendment, all other terms and conditions of the Preliminary Affiliation Agreement, as amended by all prior Amendments to the extent the same have not been superseded, 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 Tenth Amendment, the terms of this Tenth Amendment shall prevail. This Tenth 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 Tenth 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: _____
Allison Netski
Interim Dean, UNLV School of Medicine

Date: _____

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

Date: _____

Approved as to Legal Form:

By: _____
Elda Luna Sidhu
~~—~~ **Vice President and** General Counsel, University of Nevada, Las Vegas

Date: _____

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2025-2026

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 of ACGME accredited residency and fellowship programs (i.e., faculty salary expense), research and/or community service.

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

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

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

EXAMPLE: 164.47 X \$7,190 x .225 = \$ 266,071.34

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

“Monthly Invoiced FTE Resident Count” means the resident FTE amount as set forth by UNLV SOM on the final UMC-approved 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., 204.42). For Academic Year 2025-2026 the Average Monthly Resident Salary Support per FTE is \$7,190.00.

Within five (5) days of any request by UMC, UNLV SOM agrees to provide documentation detailing UNLV SOM’s use of Academic Mission Support for faculty salary expense necessary for joint teaching efforts as detailed above.

For the purpose of joint efforts in the areas of **research and/or community outreach**, the parties may fund projects with any remaining Academic Mission Support in excess of the teaching support, up to the total Academic Mission Support set forth above (i.e., NTE \$4,000,000). Mutually agreeable joint research or community outreach projects utilizing said Academic Mission Support must be documented in advance in a signed writing with terms consistent with 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 paid pursuant this Schedule 1 and an invoice(s) are later determined to have included resident or fellow time at unapproved locations, UNLV SOM 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 UNLV SOM under this Agreement.

[RESIDENT COMPENSATION CHART TO FOLLOW ON NEXT PAGE]

RESIDENT COMPENSATION FOR THE 2025-2026 ACADEMIC YEAR:

Resident Salaries (inclusive of benefits): Not to exceed \$17,098,979 (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				1.78	1.84	2.23	5.85
Child & Adolescent Psychiatry				0.50			0.50
Critical Care Track				3.00	2.00		5.00
Emergency Medicine	6.00	6.50	5.50				18.00
Endocrinology				0.93	1.07		2.00
Family Medicine	5.00	4.00	4.00				13.00
Family Medicine Rural	2.00	0.15	0.15				2.30
Gastroenterology				0.93	1.00	1.14	3.07
General Surgery	4.00	3.41	2.58	2.67	3.00		15.66
Geriatrics							0.00
Internal Medicine	20.93	20.08	16.48				57.49
OB/GYN	3.17	2.39	2.98	2.82			11.36
Orthopaedics	3.56	3.44	4.00	3.30	3.00		17.30
Otolaryngology	2.00	1.00	2.00	1.00	2.00		8.00
Pediatrics	4.92	5.15	3.92				13.99
Pediatric Emergency Medicine				1.85	0.92	1.88	4.65
Plastic Surgery	1.00	1.00	1.00	1.00	1.00	1.00	6.00
Psychiatry	5.00	4.25		2.15			11.40
Pulmonary Critical Care/Critical Care Track				2.10	1.37	1.38	4.85
Surgical Critical Care						4.00	4.00
Total UMC FTE's	57.58	51.37	42.61	24.03	17.20	11.63	204.42

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 at UMC or in the local area that enhance the GME educational program in accordance with the terms of the Preliminary Affiliation Agreement. Requests for such approvals shall be submitted in accordance with UMC policies on a UMC-approved form signed by the CEO of UMC before the commencement of the out-of-state elective rotation.