

BOARD OF REGENTS BRIEFING PAPER

1. AGENDA ITEM TITLE: The Second Amendment to the Preliminary Affiliation Agreement between the Regents of the Nevada System of Higher Education (on behalf of UNLV and its School of Medicine) and University Medical Center of Southern Nevada

MEETING DATE: June 8-9, 2017

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

At its June 2016 meeting, the Board of Regents approved a Preliminary Affiliation Agreement with University Medical Center of Southern Nevada (“UMC”). The Preliminary Affiliation Agreement provides the framework for the creation of a premiere academic health care center that fully integrates the expertise of the UNLV School of Medicine (“UNLV SOM”) with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for southern Nevadans. The Preliminary Affiliation Agreement also established a protocol for an expanded partnership between the UNLV SOM and UMC in areas such as graduate medical education, research, clinical medicine, and technology.

The attached Second Amendment to the Preliminary Affiliation addresses issues related to (a) residency programs, (b) hospital credentialing and faculty appointments, (c) payment for professional services, and (d) the use and access of UMC’s electrical medical records program (EPIC). This is done through the incorporation of, or reference to, specific agreements addressing those topics. The resolution of these issues is critical to the operations of the UNLV SOM’s practice plan (UNLV Medicine) which begins full operation on July 1, 2017. Having these pieces in place is also important as instruction begins for the first class of student in the fall.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Len Jessup requests Board of Regents’ approval to the Second Amendment to the Preliminary Affiliation Agreement between UNLV and UMC.

4. IMPETUS (WHY NOW?):

The UNLV School of Medicine will start its first class of students on July 1, 2017. In addition, UNLV Medicine (the school’s clinical practice plan) begins full operations on July 1, 2017. The issues addressed in this Second Amendment to the Preliminary Affiliation Agreement are key to the successful operation of the medical school and its partnership with UMC.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

Among other things, this Second Amendment to the Preliminary Affiliation Agreement addresses the following:

- References Professional Services Agreement that (1) is necessary to insure faculty will be credentialed and may practices with UMC; and (2) that will allow the school of medicine to be paid for services it provides to UMC;
- Master Affiliation Agreement to insure resident medical experience and education will be in place with UMC;
- Replacement of an aging and ineffective electronic medical record, with the opportunity to obtain access to a state of the art version.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- Costs of EMR
- No increase in resident or mission support from 2016-2017

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

The alternative would be to not approve the Second Amendment to the Preliminary Affiliation Agreement between UNLV and UMC.

8. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title #_____ Chapter #_____ Section #_____
- Amends Current Board Policy: Title #_____ Chapter #_____ Section #_____
- Amends Current Procedures & Guidelines Manual: Chapter #_____ Section #_____
- Other:_____
- Fiscal Impact: Yes No _____

Explain: The Second Amendment incorporates the Master Affiliation Agreement (General Medical Education), through which UMC will provide support for Resident salaries, Administrative Physician Activities and SOM mission support (income of approximately \$14.0 M). The Second Amendment also incorporates the Electronic Medical Record Access Agreement for the EMR (EPIC) investment and initial operations at a cost to UNLV of \$2.4 million. The Second Amendment calls for the Professional Services Agreement(s) which will be negotiated and finalized, and which will set forth the processes through which the Faculty Physicians will provide clinical services to UMC in exchange for compensation.

UNLV

Executed Preliminary Affiliation Agreement

(Approved at the June, 2016 Board meeting)

Preliminary Affiliation Agreement

This Preliminary 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 School of Medicine (“**UNLV School of Medicine**”), and the University Medical Center of Southern Nevada (“**UMC**”). This Agreement shall become effective as of the last date any authorized signatory affixes his/her signature below (the “**Effective Date**”). The UNLV School of Medicine and UMC may individually be referred to as a “party” and collectively as the “parties.”

Recitals

A. UMC has been serving the health care needs of southern Nevada since 1931 and is the only public hospital in Clark County. UMC maintains the only Level I trauma center in the State of Nevada and its burn care center, cardiology/stroke center, and pediatric intensive care unit are nationally recognized as centers of excellence.

B. UMC is currently affiliated with the University of Nevada, School of Medicine (“**UNSOM**”). In addition to programs related to medical student education, UMC and UNSOM are partners in residency programs in emergency medicine, family medicine, rural family medicine, internal medicine, obstetrics and gynecology, orthopaedics, otolaryngology, pediatrics, plastic surgery, psychiatry, and general surgery. UMC and UNSOM also operate fellowships in cardiology, gastroenterology, pulmonary/critical care, colorectal surgery, female pelvic medicine, reconstructive surgery, child psychiatry, and sports medicine.

C. In November of 2013, the NSHE Board of Regents approved a framework for the development of a new allopathic medical school at UNLV with the goal of improving healthcare outcomes in southern Nevada. On August 22, 2014 the UNLV School of Medicine was officially created and received formal approval by the Board of Regents.

D. The vision of the UNLV School of Medicine is to develop a world-class center for education, patient care, and research that prepares Nevada’s doctors with the most innovative and technologically advanced forms of medical training, while serving the healthcare needs of a diverse and urban population through community partnerships. Key to accomplishing this vision is the creation of a premier academic health center that fully integrates the expertise of a university affiliated medical school with the resources of a teaching hospital (an “**Academic Health Center**” or “**AHC**”).

E. The Academic Health Center model has been implemented successfully throughout the country and studies have shown that areas served by Academic Health Centers have improved health care outcomes and more robust economies.

F. As the UNLV School of Medicine develops its administrative, academic, and clinical operations, it is working closely with UNSOM to develop a plan for the transition of most of UNSOM’s southern Nevada operations to the UNLV School of Medicine (the “**Transition Plan**”) on or before July 1, 2017 (the “**Transition Date**”). Pursuant to the Transition Plan

the teaching, residency, fellowship, clinical and other programs jointly operated by UNSOM and UMC will be transferred to the UNLV School of Medicine.

G. The UNLV School of Medicine and UMC intend to maintain and strengthen the programs transferred as part of the Transition Plan and expand their affiliation with the goal of creating a premier Academic Health Center for the betterment of public health in southern Nevada. This expanded affiliation will include new and expanded programs in (1) medical student education, (2) graduate medical education, (3) basic science, clinical and translational research, and (4) clinical medicine.

H. The Academic Health Center model requires a close physical connection between the medical school and the hospital. The UNLV School of Medicine anticipates leasing space from UMC and has identified the Las Vegas Medical District adjacent to UMC as the best location for its future campus. The campus will be primarily located on approximately 9 acres of land on the southwest corner of Shadow Lane and Pinto Lane and UNLV's existing Shadow Lane Campus on Charleston Boulevard adjacent to UMC. The UNLV School of Medicine anticipates investing hundreds of millions of dollars in the development of its campus and expects that this investment will enhance the Las Vegas Medical District, spur additional redevelopment in the area, and provide numerous direct and indirect benefits to UMC.

I. In furtherance of the above, the parties desire to enter into this Preliminary Affiliation Agreement in order to formalize their relationship and set forth a process and certain obligations that will result in the creation of a premier Academic Health Center that is jointly operated by the parties. This Preliminary Affiliation Agreement is a first-step - and the parties anticipate and acknowledge the need for additional and further agreements, including an "**Academic Health Center Master Affiliation Agreement**" setting forth in detail the respective roles, responsibilities and obligations of the parties.

J. The parties are authorized to enter into this Agreement pursuant to (1) Article 11, Section 4 of the Constitution of the State of Nevada, (2) Chapters 396, 450 and 277 of the Nevada Revised Statutes, and (3) certain other inherent, express, and necessarily implied powers and authority.

THEREFORE, in consideration of the mutual covenants and conditions of this Agreement, the parties agree as follows:

Agreement

Section 1. Academic Health Center.

1.1. *Creation.* The parties agree to create a premier Academic Health Center that includes programs in the follow 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. 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, including an Academic Health Center Master Affiliation Agreement that will set forth the roles, responsibility and obligations of the parties in further detail. The parties acknowledge that creating an Academic Health Center is a complex endeavor requiring each to commit substantial time and resources and that each party's commitment to making such an investment is material to the willingness of the other to enter into this Agreement.

1.2. *Exclusive Relationship.* 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**"); 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**").

Section 2. Medical Student Education Programs.

2.1. *UME Programs.* The parties have entered 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**"); a copy of which is attached as **Exhibit A**. 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. Accordingly, the Academic Health Center Master Affiliation Agreement will include a detailed plan setting forth the roles, responsibility and obligations of the parties relative to new and expanded UME Programs.

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 this Section 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.

Section 3. Graduate Medical Education Programs.

3.1 *Primary GME Partner.* It is the intent of the parties that each will serve as the primary GME Program partner of the other. The term "**GME Program**" means any graduate level (post M.D. or D.O.) program, project, arrangement, or undertaking involving or concerning the medical education and training of residents, fellows, and related faculty and staff. Certain GME Programs operated by UMC and UNSOM will be transferred to the UNLV School of Medicine pursuant to the Transition Plan (the "**Transferred GME Programs**"). The Transferred GME Programs will form the foundation of the parties' initial GME partnership and the parties will use their best efforts to maintain the programs at their current level and complete the transition of the Transferred GME Programs to the UNLV School of Medicine. Except as provided in Section 3.2 and Section 3.3, 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.

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

a. Continuing any GME Program with Another Hospital provided the GME Program is in existence as of the Effective Date of this Agreement and is transferred from UNSOM as part of the Transition Plan (an “**Existing UNLV GME Program**”); or

b. Expanding an Existing UNLV GME Program or establishing any new GME Program (collectively a “**New UNLV GME Program**”) with Another Hospital, provided; UMC is first offered the option to partner 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 Accreditation Council of Graduate Medical Education (“**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 New UNLV GME Program. 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 partner 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 residencies or fellowships. 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**”). 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.

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

a. Continuing any GME Program with Another Medical School provided the GME Program is in existence as of the Effective Date of this Agreement (an “**Existing UMC GME Program**”); or

b. Expanding any Existing UMC GME Program or establishing any new GME Program (collectively a “**New UMC GME Program**”) with Another Medical School provided; UNLV is first offered the option to partner in the New UMC GME Program. Any proposal for a New UMC GME Program shall be made in writing (a “**New UMC GME Program Notice**”) and served upon UNLV in the manner provided in Section 14.3. Each New UMC GME Program Notice shall include a detailed description of the proposed New 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 New UMC GME Program. UNLV shall have sixty (60) days after receipt of the New UMC GME Program Notice (the “**New UMC GME Program Option Period**”) to (1) reject, (2) partially-accept, or (3) accept-in-full the New UMC GME Program Notice. For purposes of this Section 3.2.b the term “partially-accept(s)” shall mean an expression of willingness to partner in the New UMC GME Program in a manner that varies from the New 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 New UMC GME Option Notice, the parties shall have sixty (60) days from the expiration of the New UMC GME Program Option Period to mutually execute an agreement for such New UMC GME Program (the “**New UMC GME Program Negotiation Period**”). During the New UMC GME Program Negotiation Period the parties shall negotiate in good faith and use their best efforts to reach an agreement on the New UMC GME Program. If (1) UNLV rejects the New UMC GME Program Notice, (2) UNLV fails to respond to the New UMC GME Program Notice, or (3) UNLV partially-accepts or accepts-in-full the New UMC GME Program Notice and the parties fail to execute an agreement related to the New UMC GME Program prior to the expiration of the New UMC GME Program Negotiation Period, UMC may establish such New UMC GME Program with Another Medical School. If UNLV partially-accepts any New UMC GME Program Notice and the parties execute any agreement related to the New UMC GME Program, nothing shall prevent UMC from also establishing the New UMC GME Program in whole or party with Another Hospital. The Chief Executive Officer of UMC may, in his or her sole discretion, extend the New UMC GME Option Period, or the New UMC GME Program Negotiation Period, or both, for up to ninety (90) additional days.

Section 4. Research Programs.

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. Accordingly, the Master Affiliation Agreement will include a detailed plan setting forth the roles, responsibility and obligations of the parties relative to the establishment and operation of Research Programs, including any restrictions or exclusive rights between and among the parties. Additionally, the parties agree that in the event Research Programs are a part of any service performed at UMC by the UNLV School of Medicine, UMC shall be provided an opportunity to be included in such Research Programs.

Section 5. Clinical Medicine Programs.

5.1. *Primary Clinical Medicine Partner.* It is the intent of the parties that each will serve as the primary Clinical Medicine Program partner of the other. The term “**Clinical Medicine Program**” means any program, project, arrangement, or undertaking of the study and practice of medicine in relation to the care of patients that involves medical students or graduate level medical residents, fellows, and related faculty and staff. Certain Clinical Medicine Programs operated by UMC and UNSOM will be transferred to the UNLV School of Medicine pursuant to the Transition Plan (the “**Transferred Clinical Medicine Programs**”). The Transferred Clinical Medicine Programs will form the foundation of the parties’ initial clinical medicine partnership and the parties will use their best efforts to maintain the programs at their current levels and complete the transition of the Transferred Clinical Medicine Programs to the UNLV School of Medicine. Except as provided in Section 5.2 and Section 5.3, the UNLV School of Medicine shall not operate or establish any Clinical Medicine Program with Another Hospital and UMC shall not operate or establish any Clinical Medicine Program with Another Medical School.

5.2. *Other Clinical Medicine Partners - UNLV.* Nothing in this Agreement, including Section 5.1, shall restrict or prevent the UNLV School of Medicine from:

- a. Continuing any Clinical Medicine Program with Another Hospital provided the Clinical Medicine Program is in existence as of the Effective Date of this Agreement and is transferred from UNSOM as part of the Transition Plan (an “**Existing UNLV Clinical Medicine Program**”); or
- b. Expanding any Existing UNLV Clinical Medicine Program or establishing any new Clinical Medicine Program (collectively a “**New UNLV Clinical Medicine Program**”) with Another Hospital provided; UMC is first offered the option to partner in the New UNLV Clinical Medicine Program. Any proposal for a New UNLV Clinical Medicine Program shall be made in writing (a “**New UNLV Clinical**

Medicine Program Notice”) and served upon UMC in the manner provided in Section 14.3. Each New UNLV Clinical Medicine Program Notice shall include a detailed description of the proposed New UNLV Clinical Medicine Program, consistent with ACGME program requirements, including (1) a summary of the facility involved, and (2) a five-year business plan including an estimate of start-up and annual operating costs that may be incurred by the parties. UMC shall have ninety (90) days after receipt of a New UNLV Clinical Medicine Program Notice to (1) accept-in-full, or (2) reject the New UNLV Clinical Medicine Program Notice (the “**New UNLV Clinical Medicine Program Option Period**”). If UMC accepts-in-full the New UNLV Clinical Medicine Program Notice, the parties shall have one hundred eighty (180) days from the expiration of the New UNLV Clinical Medicine Program Option Period to mutually execute an agreement for such New UNLV Clinical Medicine Program (the “**New UNLV Clinical Medicine Program Negotiation Period**”). During the New UNLV Clinical Medicine Program Negotiation Period the parties shall negotiate in good faith and use their best efforts to reach an agreement on the New UNLV Clinical Medicine Program. If (1) UMC rejects the New UNLV Clinical Medicine Program Notice, (2) UMC fails to respond to the New UNLV Clinical Medicine Program Notice, or (3) UMC accepts-in-full the New UNLV Clinical Medicine Program Notice and the parties fail to execute an agreement related to the New UNLV Clinical Medicine Program prior to the expiration of the New UNLV Clinical Medicine Program Negotiation Period, the UNLV School of Medicine may establish such New UNLV Clinical Medicine Program with Another Hospital. The Dean of the UNLV School of Medicine may, in his or her sole discretion, extend the New UNLV Clinical Medicine Program Option Period, or the New UNLV Clinical Program Negotiation Period, or both, for up to ninety (90) additional days.

5.3. *Other Clinical Medicine Partners – UMC.* Nothing in this Agreement, including Section 5.1, shall restrict or prevent UMC from:

a. Continuing any Clinical Medicine Program with Another Medical School provided the Clinical Medicine Program is in existence as of the Effective Date of this Agreement (an “**Existing UMC Clinical Medicine Program**”); or

b. Expanding any Existing UMC Clinical Medicine Program or establishing any new Clinical Medicine Program (collectively a “**New UMC Clinical Medicine Program**”) with Another Medical School provided; UNLV is first offered the option to partner in the New UMC Clinical Medicine Program. Any proposal for a New UMC Clinical Medicine Program shall be made in writing (a “**New UMC Clinical Medicine Program Notice**”) and served upon UNLV in the manner provided in Section 14.3. Each New UMC Clinical Program Notice shall include a detailed description of the proposed New UMC Clinical Medicine Program, consistent with ACGME program requirements, including (1) a summary of the facility involved, and (2) a five-year business plan including an estimate of start-up and annual operating costs that may be incurred by the parties. UNLV shall have sixty (60) days after receipt of the New UMC Clinical Medicine Program Notice (the “**New UMC**

Clinical Medicine Program Option Period”) to (1) accept-in-full, or (2) reject the New UMC Clinical Medicine Program Notice. If UNLV accepts-in-full the New UMC Clinical Program Option Notice, the parties shall have sixty (60) days from the expiration of the New UMC Clinical Medicine Option Period to mutually execute an agreement for such New UMC Clinical Medicine Program (the “**New UMC Clinical Medicine Program Negotiation Period**”). During the New UMC Clinical Medicine Program Negotiation Period the parties shall negotiate in good faith and use their best efforts to reach an agreement on the New UMC Clinical Medicine Program. If (1) UNLV rejects the New UMC Clinical Medicine Program Notice, (2) fails to respond to the New UMC Clinical Medicine Program Notice, or (3) UNLV accepts-in-full the New UMC Clinical Medicine Program Notice and the parties fail to execute an agreement related to the New UMC Clinical Medicine Program prior to the expiration of the New UMC Clinical Medicine Program Negotiation Period, UMC may establish such New UMC Clinical Medicine Program with Another Medical School. The Chief Executive Officer of UMC may, in his or her sole discretion, extend the New UMC Clinical Medicine Program Option Period, or the New UMC Clinical Medicine Program Negotiation Period, or both, for up to ninety (90) additional days.

Section 6. Academic Support and Professional Services.

6.1 *Transition.* The parties acknowledge that in order to create a premier Academic Health Center they must strengthen and expand their affiliation. The Transferred GME Programs and the Transferred Clinical Medicine Programs form a baseline from which the parties will strengthen their affiliation by expanding those programs or adding new programs as provided in this Agreement. Consistent with all application Legal Requirements (as defined in Section 6.2), and subject to Section 14.1, UMC agrees to the following:

a. For a period of twenty-four (24) months from the Effective Date or until June 30, 2018 (whichever occurs later), UMC will support full time equivalency (FTE) positions for residents, fellows and faculty in the Transferred GME Programs and the Transferred Clinical Medicine Programs (the “**Academic Support**”) at the same levels as it supported those positions in the Fiscal Year preceding the Transition Date as described in **Exhibit B**; provided however, this commitment to Academic Support is contingent on the parties executing the Academic Health Center Master Affiliation Agreement or such other agreement required under Section 9.2 prior to the Transition Date.

b. UMC will consent to the assignment of all professional services provided by UNSOM (or its practice plan), as such services are generally described in **Exhibit B**, prior to the Transition Date to the UNLV School of Medicine (or its practice plan) provided: (1) the UNLV School of Medicine is able to staff such services with health care practitioners who are credentialed by UMC’s medical staff to perform the necessary services, (2) such practitioners are acceptable to UMC, in its reasonable discretion, and (3) the provision of all professional services comply with all applicable Legal Requirements (as defined

in Section 6.2), including, but not limited, fair market value compensation requirements.

6.2 *Legal Requirements.* The parties acknowledge that the obligations imposed by this Section 6 may 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 the “**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 Section 6 shall require, or be interpret to require, either party to act or take action in violation of any Legal Requirements.

Section 7. Facilities.

The Academic Health Center contemplated by this Agreement will be located within the Las Vegas Medical District at various UMC facilities and at facilities operated by the UNLV School of Medicine. The UNLV School of Medicine is planning for the core of its campus to be located on approximately 9 acres near the southwest corner of Shadow Lane and Pinto Lane (APN 139-33-305-020) currently owned by Clark County (the “**Pinto Parcel**”) and on approximately 18 acres at West Charleston Boulevard and Shadow Lane operated by NSHE (the “**Shadow Lane Campus**”). The parties anticipate that fee title to the Pinto Parcel will be transferred to NSHE pursuant to a “**Transfer Agreement**” - subject to the property being used for the operation of a medical school and other health related programs. The parties also anticipate that the UNLV School of Medicine will lease a significant amount of space from UMC on or near UMC’s central campus including at facilities located at 2040 West Charleston, 2231 West Charleston, and 1524 Pinto Lane (the “**Leased Facilities**”). The parties will use their best efforts to negotiate any leases or other agreements related to the Leased Facilities and UMC will use its best efforts to complete any improvements the parties determine are necessary to the UNLV School of Medicine’s use of the Leased Facilities. The Shadow Lane Campus, the Pinto Parcel, the Leased Facilities, and the UMC campus are key components of the Academic Health Center envisioned under this Agreement and the parties will collaborate to develop each in a manner that furthers the Academic Health Center model.

Section 8. Joint Marketing and Branding.

8.1. *Marketing Plan.* Commencing on the Effective Date, the parties will create and maintain a joint communication and marketing plan (the “**Marketing Plan**”) that will detail certain marketing and advertising strategies related to the development and operation of the Academic Health Center and any programs related thereto. A committee comprised of marketing, public relations, and other professionals, as assigned by the Chief Executive Officer of UMC and the Dean of the UNLV School of Medicine, will meet no less than quarterly to develop and implement the Marketing Plan, including all television, radio, print, digital and other advertising. The Marketing Plan shall include certain guidelines that have the purpose of creating a regionally and nationally recognized brand for the Academic Health Center. The Marketing Plan shall also include a method for the allocation of the costs between the parties. The Marketing Plan and the cost

allocation method shall 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 Marketing Plan will set forth certain rights of each party to use the Marks of the other to market and brand the Academic Health Center and any program related thereto (the “**Permitted Marks**”). Except as provided in Marketing Plan, or a separate agreement, neither party shall utilize any Mark of the other party.

8.3 *Restrictions on Use of Marks by Others.* Each party agrees that it will not use its Marks or grant any third-party rights to use its Marks (1) in a manner that dilutes the brand of the Academic Health Center or programs related thereto, or (2) to market programs or related services each party operates at or with Another Hospital or Another Medical School. Notwithstanding the forgoing, nothing shall prevent or restrict either party from using its Marks to market programs or related services it operates at or with Another Hospital or Another Medical School if such programs or related services (1) are in existence of the Effective Date of this Agreement, or (2) are expanded or created pursuant to Section 2, Section 3, Section 4, and Section 5 of this Agreement.

8.4. *Signage.* For the Term of this Agreement and the term of the Academic Health Center Master Affiliation Agreement contemplated herein (the “**Signage Term**”), the UNLV School of Medicine grants to UMC (1) rights to place on the UMC campus up to three static signs reading “UNLV School of Medicine at UMC”, “UNLV Medicine at UMC”, or such other name or phrase consistent with the Brand Guidelines, on the exterior of any building selected by UMC (the “**Building Signs**”), and (2) right to UMC to display, on electronic marquee sign(s) (the “**Marquee Signs**”) UMC may in the future erect on its campus, the Permitted Marks and information related programs and services of the Academic Health Center provided the information displayed is consistent with the Marketing Plan, including the Brand Guidelines. The design and size of the Building Signs shall be mutually agreed to by the parties and be consistent with the Brand Guidelines. All costs related to the construction, installation, operation, and maintenance of the Building Signs and Marquee Signs shall be the sole responsibility of UMC. During the Sign Term, neither party shall (1) erect any signs, or (2) authorize others to erect any signs using the parties Marks that dilutes the brand of the Academic Health Center or otherwise violates the parties’ obligations under Section 8.3.

Section 9. Academic Health Center Master Affiliation Agreement.

9.1 *Joint Committee.* The parties agree to form a joint committee for the purpose of implementing the provisions of this Agreement and to commence negotiations toward the Academic Health Center Master Affiliation Agreement described in this Agreement (the “**Joint Committee**”). It is the goal of the parties to have the Academic Health Center Master Affiliation Agreement approved by the parties’ respective governing boards prior to the Transition Date (July 1, 2017); provided that if either party determines that more time is necessary to obtain approval of the Academic Health Center

Master Affiliation Agreement, the time period may be extended for an additional year (until July 1, 2018) unless otherwise mutually agreed. The Joint Committee will be led by personnel designated respectively by the Dean of UNLV School of Medicine and by the Chief Executive Officer of UMC. The Joint Committee will meet regularly and will use its best efforts to come to agreement on all material terms of the Academic Health Center Master Affiliation including all terms described in this Agreement.

9.2. *Other Agreements.* The parties acknowledge that in the event the Academic Health Center Master Affiliation Agreement is not approved by the parties' respective governing boards prior to the Transition Date (July 1, 2017), other agreements may be necessary to ensure that the Academic Support described in Section 6 can be effectuated. As such, and subject to Section 6, the parties agreed to use their best efforts to negotiate such other agreements if necessary in order to ensure that Transferred GME Programs and the Transferred Clinical Medicine Programs continue after the Transfer Date.

9.3 *Outside Experts and Consultants.* The parties acknowledge that creation of the Academic Health Center contemplated by this Agreement is a complex endeavor. The parties anticipate the need to engage certain outside experts and consultants related to the legal and operational structure of the Academic Health Center and to advise or assist the Joint Committee relative to the Academic Health Center Master Affiliation Agreement. Where appropriate, the Joint Committee may recommend the joint hiring of such experts and consultants and may recommend a method for the allocation of the costs between the parties. Any cost allocation method recommended by the Joint Committee shall be subject to the approval of both the Chief Executive Officer of UMC and the Dean of the UNLV School of Medicine.

9.4 *Stark Exception.* The parties acknowledge that the programs and relationships between them resulting from this Agreement and the Academic Health Center Master Affiliation Agreement are subject to various state and federal laws and regulations governing referrals between the parties, including, but not limited to the Stark Law. In the course of negotiating the Academic Health Center Master Affiliation Agreement the parties agree to investigate legal and operational structures that will allow them to assert certain exceptions to the Stark Law, including the "affiliated academic medical center" exception. The Joint Committee shall investigate such legal and operational structures and may recommend to the Dean of the UNLV School of Medicine and the Chief Executive Officer of UMC the hiring of outside legal counsel and other experts necessary to such investigation.

9.5. *Term of the Academic Health Center Master Affiliation Agreement.* The Academic Health Center Master Affiliation Agreement shall have an initial term of ten (10) years subject to certain rights of re-negotiation, agreed to by the parties; which shall include the right of either party to request that the other party renegotiate any provision of the Academic Health Center Master Affiliation Agreement any time after the fifth anniversary of the effective date of that agreement (a "**AHC Renegotiation Notice**"). Any AHC Renegotiation Notice shall be served as provided in the notice provision of the

Academic Health Center Master Affiliation Agreement and the parties shall commence good faith negotiations related to the provisions of the Academic Health Center Master Affiliation Agreement identified in the AHC Renegotiation Notice within thirty (30) days after service of the AHC Renegotiation Notice. The parties acknowledge that in order for the Academic Health Center to be successful, each must make certain long term commitments. Therefore, it is anticipated that the Academic Health Center Master Affiliation Agreement will include certain renewal and option periods mutually agreed to by the parties.

Section 10. Community Health 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 Health Programs**”) with a variety of health care providers, community health organizations, hospitals, and government entities. Nothing in this Agreement or the Academic Health Center Master 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 the Joint Commission on the Accreditation of 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) 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) 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 *Legal Action.* It is the intent of the parties that the negotiation procedures set forth in Section 12.1, and, if mutually agreed, the mediation procedures set forth in Section 12.2, shall govern any dispute arising out of or related to this Agreement. Neither party may seek legal redress for any dispute arising out of or related to this Agreement in a court of law until such time as the negotiation process set forth in Section 12.1 has been completed; after which either party shall have the right to commence legal action in a court of law with competent jurisdiction. The parties acknowledge that a breach of this Agreement by either party will cause irreparable harm and unreasonably interfere with the operations of the other party and the development of the Academic Health Center, the amount and extent of which cannot be adequately addressed by monetary damages. Therefore, the parties agree that in the event of a breach of this Agreement, the non-breaching party may, following the completion of the process set forth in Section 12.1, seek injunctive relief or any other remedy available in law or equity.

Section 13. Term of this Agreement.

13.1 *Term.* The term of this Agreement shall be for ten (10) years from the Effective Date or until the date upon which each party's governing board has approved the Academic Health Center Master Affiliation Agreement, whichever occurs earlier. If this Agreement survives beyond the fifth (5th) anniversary of the Effective Date, either party may request that the other party renegotiate any provision of this Agreement by serving a written request upon the other party as provided in Section 14.2 (a "**Renegotiation Request**"). Within thirty (30) days after service of any Renegotiation Request, the parties shall commence good faith negotiations related the provisions of this Agreement identified in the Renegotiation Request.

13.2 *Early Termination.* Notwithstanding Section 13.1, if fee title to the Pinto Parcel has not been transferred to the Board of Regents of the Nevada System of Higher Education pursuant the terms and conditions of the Transfer Agreement on or before December 31, 2016, NSHE may, in its sole and absolute discretion, terminate this Agreement at any time by giving UMC written notice of such termination which shall become effective sixty (60) days thereafter.

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. 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 Academic Health Center Master 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
4505 South Maryland Parkway
Box 453070
Las Vegas, NV 89154-3070
Attention: Dean
Telephone: 702-895-3524

with copy to

UNLV General Counsel
4505 South Maryland Parkway
Box 451085
Las Vegas, NV 89154-3070
Attention: 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

14.4 *Governing Law and Venue.* This Agreement shall be governed by and enforced in accordance with the laws of the State of Nevada, and the venue for any and all disputes relating to, arising out of, or in connection with this Agreement shall be in a court of competent jurisdiction in Clark County, State of Nevada and the parties expressly consent to the jurisdiction of said courts.

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

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.

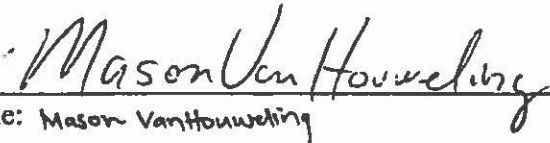
14.13 *Regulatory Compliance.* Nothing in this Agreement shall be construed as creating any duty or obligation of either party to provide referrals to the other party (or their affiliates) and this Agreement shall not be construed as creating any commitment for referrals of patients or clients between 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Preliminary Affiliation Agreement as of the Effective Date set forth above.

University Medical Center of Southern Nevada


Name: Mason VanHouweling Date: 5/25/16
Title: CEO

**Board of Regents of the Nevada System of Higher Education,
on behalf of the University of Nevada, Las Vegas**

Recommended by:

Barbara Atkinson Date
Dean, UNLV School of Medicine

Len Jessup Date
President

Approved:

Daniel J. Klaich Date
Chancellor, NSHE

Approved as to Legal Form:

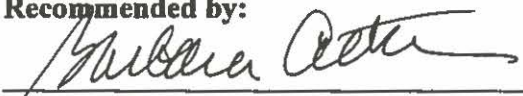
Elda Luna Sidhu
General Counsel, UNLV

IN WITNESS WHEREOF, the parties have executed this Preliminary Affiliation Agreement as of the Effective Date set forth above.

University Medical Center of Southern Nevada

Name: Date
Title:

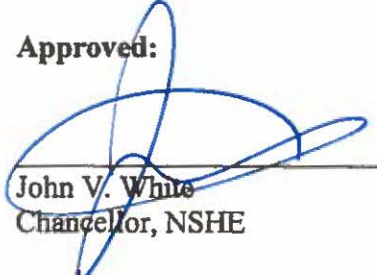
**Board of Regents of the Nevada System of Higher Education,
on behalf of the University of Nevada, Las Vegas**

Recommended by:
 6/14/16


Barbara Atkinson Date
Dean, UNLV School of Medicine

 6-20-16

Len Jessup Date
President

Approved:
 6/21/16

John V. White Date
Chancellor, NSHE

Approved as to Legal Form:
 6/14/16

Elda L. Sidhu
General Counsel, UNLV

Exhibit A

Medical Student Affiliation Agreement

MEDICAL STUDENT AFFILIATION AGREEMENT

This Medical Student Affiliation Agreement ("AGREEMENT") is made between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas School of Medicine ("SCHOOL") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("HOSPITAL").

RECITALS

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

WHEREAS, the purpose of this AGREEMENT is for HOSPITAL and SCHOOL to define a clinical education program within SCHOOL that educates medical students, in whole or in part, through interactions with patients at a medical facility as defined in NRS 449.0151 ("the Clinical Program");

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOSPITAL will provide medical students, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the Clinical Program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury.
- The shared responsibility of the SCHOOL and HOSPITAL for creating and maintaining an appropriate learning environment.
- Confirmation that the SCHOOL's department heads (or clerkship directors) have authority to ensure faculty and medical student access to appropriate resources for medical student education when those department heads are not also the clinical service chiefs at affiliated institutions.

WHEREAS, HOSPITAL has made it a professional responsibility to assist in the educational experience of medical students by supporting a medical Clinical Program.

WHEREAS, SCHOOL is currently conducting medical student training programs for which it desires to obtain the assistance of HOSPITAL to further the training and experience of SCHOOL's students can receive toward their educational objectives.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the Medical Student Affiliation Agreement agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the medical students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to HOSPITAL only those medical students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the education and assessment of its medical students. The SCHOOL's representative for this AGREEMENT shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this AGREEMENT.

3. Assign to the Clinical Program only faculty who are Hospital-privileged, and agree to follow HOSPITAL rules and regulations even though they are not HOSPITAL employees.

4. The SCHOOL shall direct its medical students and faculty to comply with the policies and procedures of HOSPITAL including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining medical students' role in relation to the use and disclosure of HOSPITAL's protected information, medical students shall be deemed members of HOSPITAL's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this AGREEMENT. Medical students are not, however, and shall not, for any purpose, be considered employees of HOSPITAL or SCHOOL.

5. The SCHOOL will require all participating medical students to maintain health insurance and provide proof of health insurance to the SCHOOL. The HOSPITAL may request the medical student to provide proof of health insurance prior to beginning of the training experience.

6. The SCHOOL will require all participating medical students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, HOSPITAL shall notify the medical student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the medical student of his/her responsibility to provide evidence to the HOSPITAL of any required criminal background checks or immunizations, when requested. The HOSPITAL shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations [i.e. (i) completed a pre-placement drug

screen and two-step TB testing; (ii) obtained proof of exposure to or vaccination against Rubella, Rubeola, and Varicella; and (iii) offered the individual the option of receiving Hepatitis B Vaccine]. The SCHOOL will also inform medical students that they may be required to undergo a drug test or other similar screening tests pursuant to HOSPITAL's policies and practices, and that the cost of any such test will be paid by the medical student. Notwithstanding the foregoing, in the event such background check provided by medical student do not include all of HOSPITAL's applicable checks from the list, the medical student, at his/her cost, shall be responsible for having the remaining checks completed and submitted to the HOSPITAL in a timely manner.

7. The SCHOOL will advise medical students and faculty that they are required to comply with HOSPITAL's rules, regulations, and procedures, as may be amended from time to time.

8. If requested by the HOSPITAL, the SCHOOL will provide instruction to the HOSPITAL's staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL's medical students at the HOSPITAL.

9. SCHOOL shall provide professional liability (malpractice) insurance for its medical students and faculty while they are engaged in the Clinical Program at HOSPITAL in a minimum amount of \$1,000,000/\$3,000,000 and will provide HOSPITAL with a certificate of insurance evidencing such coverage.

10. Prior to a medical student's arrival at HOSPITAL, SCHOOL shall arrange with HOSPITAL's representative for medical students to attend a Hospital orientation to include HIPAA, Hospital infection control, safety and emergency procedures and execution of the Medical Student Statement of Acknowledgement attached hereto as Exhibit B.

11. The SCHOOL shall immediately address written concerns of HOSPITAL regarding medical student performance. This may require removal of a medical student from the Clinical Program whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within HOSPITAL, whose conduct may have a detrimental effect on patients, who fails to adhere to HOSPITAL's existing policies, rules and regulations, or whose health status is a detriment to the medical student's successful completion of the Clinical Program.

12. The SCHOOL shall report to HOSPITAL any use or disclosure of Protected Health Information ("PHI") which is not in compliance with the HOSPITAL policies or the terms of this AGREEMENT of which it becomes aware. SCHOOL shall report to HOSPITAL any Security Incident of which it becomes aware. For purposes of this AGREEMENT, "Security Incident" is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, SCHOOL agrees to pay all required costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to SCHOOL of a use or disclosure of Protected Health Information by either SCHOOL or its medical students/faculty in violation of the requirements of this AGREEMENT.

13. The SCHOOL shall, following the discovery of breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the HOSPITAL of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the HOSPITAL's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by SCHOOL as of the first day on which such breach is known to SCHOOL or, by exercising reasonable diligence, would have been known to SCHOOL. SCHOOL will provide such notification to HOSPITAL at the time of discovery of the breach. In addition, SCHOOL

agrees to pay all required costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to SCHOOL of a use or disclosure of Protected Health Information by either SCHOOL or its medical students/faculty in violation of the requirements of this AGREEMENT.

B. Responsibilities of the HOSPITAL

1. The HOSPITAL shall identify a Program Coordinator from among its staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience ("Program Coordinator").

2. The HOSPITAL has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOSPITAL will provide medical students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOSPITAL facilities in an appropriately supervised environment, in which the medical students can complete the SCHOOL's curriculum; b) medical student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at HOSPITAL; and f) access to call rooms, if necessary.

3. The HOSPITAL will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOSPITAL's facilities, medical students will have the status of trainees; are not to replace HOSPITAL staff; and, are not to render unsupervised patient care and/or services. All services rendered by medical students must have educational value and meet the goals of the Clinical Program. HOSPITAL and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the medical student's level of training.

4. The HOSPITAL staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating medical students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

5. The HOSPITAL will provide for the orientation of SCHOOL's participating medical students as to the HOSPITAL's rules, regulations, policies, and procedures.

6. The HOSPITAL agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a medical student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at HOSPITAL, the HOSPITAL, upon notice of such incident from the medical student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOSPITAL's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOSPITAL does not have the resources to provide such emergency care, HOSPITAL will refer such medical student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

7. To the extent the HOSPITAL, generates or maintains educational records related to the participating medical student, the HOSPITAL agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT, pursuant to FERPA, SCHOOL hereby designates HOSPITAL as a school official with a legitimate educational interest in the educational records of the participating medical student(s) to the extent that access to the SCHOOL's records is required by HOSPITAL to carry out the Clinical Program. SCHOOL agrees to provide guidance to HOSPITAL with respect to complying with FERPA.

8. Upon request, the HOSPITAL will provide proof that it maintains liability insurance in an amount that is commercially reasonable. SCHOOL understands that HOSPITAL has a funded program of self-insurance and the same is acceptable in lieu of commercial insurance.

9. The HOSPITAL will provide written notification to the SCHOOL promptly if a claim arises involving a medical student. The HOSPITAL and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

10. HOSPITAL reserves the right to immediately remove a medical student from its premises for behavior that HOSPITAL deems to be an immediate threat to the health or welfare of HOSPITAL's patients, staff members, visitors or to HOSPITAL's operations. In such an event, HOSPITAL shall notify the appropriate office of SCHOOL immediately by telephone and followed by written notification within 24 hours or as soon as practicable of its actions and the reasons for its actions.

11. The HOSPITAL will resolve any situation in favor of its patients' welfare and restrict a medical student to the role of observer when a problem may exist until the incident can be resolved by HOSPITAL or the medical student is removed. The HOSPITAL will notify the SCHOOL's course director if such an action is required.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of The Joint Commission, the Department of Health and Human Services, and the State Department of Health and Rehabilitative Services, as well as their own respective institutional rules and regulations.

3. In consultation with HOSPITAL, establish and maintain for this clinical placement, curriculum standards and educational policies that meet SCHOOL standards. SCHOOL will provide course outlines to HOSPITAL that include objectives, goals and classes for each course providing clinical experience.

4. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOSPITAL representatives to resolve any problems or develop any improvements in the operation of the Clinical Program.

5. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of medical students using the SCHOOL facilities. The HOSPITAL will provide qualified and competent staff members in adequate number for the instruction and supervision of medical students using the HOSPITAL facilities.

6. The SCHOOL and the HOSPITAL will not discriminate against any employee, applicant or medical student enrolled in their respective programs because of age, creed, color, disability, handicapping condition (including transmissible diseases such as hepatitis, HIV, AIDS or AIDS related conditions) gender identity or expression, national origin, race, sex, sexual orientation or any other basis protected by law.

7. The SCHOOL, including its faculty, staff, and medical students, and HOSPITAL share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the medical student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOSPITAL shall require its faculty and staff who interact with medical students to adhere to the expectations set forth in Exhibit A, Teacher-Learner Expectations, and communicate medical student violations to the SCHOOL. SCHOOL agrees to require its medical students and Teachers/faculty to adhere to the expectations set forth in Exhibit A.

8. Neither party, nor any joint committee, shall have the power to obligate SCHOOL or HOSPITAL resources, or commit either, to any particular action.

9. Clinical training provided pursuant to this AGREEMENT is intended to be in conformity with the SCHOOL's learning objectives which are set forth in Exhibit C.

D. Term and Termination

This AGREEMENT will commence on July 1, 2017 and will continue through June 30, 2022. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, medical students already scheduled to train at HOSPITAL will be permitted to complete any previously scheduled clinical assignment at HOSPITAL but in no circumstances may this exceed one (1) year from the date of notice.

E. Employment Disclaimer

The medical students participating in the Clinical Program will not be considered employees or agents of the HOSPITAL or SCHOOL for any purpose. Medical students will not be entitled to receive any compensation from HOSPITAL or SCHOOL or any benefits of employment from HOSPITAL or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOSPITAL will not be required to purchase any form of insurance for the benefit or protection of any medical student of the SCHOOL.

F. Health Insurance Portability and Accountability Act

To the extent applicable to this AGREEMENT, SCHOOL agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Sec. 1320d ("HIPAA") and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". SCHOOL agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this AGREEMENT.

SCHOOL will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

G. No Agency Relationship Between the Parties

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

I. Indemnification

Each party explicitly retains all claims and defenses related to indemnification against third party claims that may exist under Nevada law. SCHOOL is responsible for its own acts and omissions which may occur during or arise out of the performance of this AGREEMENT, which liability shall be limited by NRS 41.0305 through 41.039. HOSPITAL is responsible for its own acts and omissions which may occur during or arise out of the performance of this AGREEMENT, which liability shall be limited by NRS 41.0305 through 41.039.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To SCHOOL:

University of Nevada, Las Vegas
School of Medicine
Attn: Corrin Sullivan, Director of Undergraduate Medical Education
4505 S. Maryland Parkway
Las Vegas, NV 89154

To HOSPITAL:

University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 W. Charleston Boulevard
Las Vegas, NV 89102

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

L. No Payments

No payments shall be made between the parties or to the medical students in connection with this AGREEMENT.

M. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

N. Headings

Headings in this AGREEMENT are for convenience only.

O. Entire Agreement; Modification

This AGREEMENT contains all the terms between the parties and may be amended only in writing signed by both parties.

P. Workers' Compensation

SCHOOL and HOSPITAL agree that HOSPITAL is not responsible for any Workers' Compensation filed by a SCHOOL faculty member. The parties agree that the medical students are not employees of SCHOOL or HOSPITAL and are not covered by Workers' Compensation. The faculty are employees of SCHOOL and are covered accordingly under SCHOOL's Workers' Compensation.

Q. Governing Law

This AGREEMENT shall be governed by and construed under the laws of the State of Nevada which shall be the forum for any actions arising from an incident to this AGREEMENT. The parties are committed to a mutually beneficial relationship. Any and all legal proceedings relating to or arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Clark County, Nevada.

R. Budget Act and Fiscal Fund Out

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this AGREEMENT between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This AGREEMENT shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this AGREEMENT. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this AGREEMENT. In the event this section is invoked, this AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

S. Publicity

Neither HOSPITAL nor SCHOOL shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this AGREEMENT without the prior written consent of the other party.

T. Non-Subcontract

SCHOOL cannot subcontract this AGREEMENT to another teaching facility to grant third-party medical students or non-affiliated medical students of SCHOOL to participate in the Clinical Program unless written consent is obtained from HOSPITAL. If SCHOOL materially breaches this provision, HOSPITAL can immediately terminate this AGREEMENT.

U. Counterpart Signatures; Electronic Transmission

This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one AGREEMENT. Delivery of this AGREEMENT may be accomplished by electronic transmission.

IN WITNESS WHEREOF, the authorized representative(s) of HOSPITAL and of SCHOOL execute this AGREEMENT on this 23rd day of March, 2016.

SCHOOL
University of Nevada, Las Vegas School of Medicine
APPROVED

HOSPITAL
University Medical Center of Southern Nevada

By: Carl Reiber 3/29/16
Carl Reiber, Ph.D.
Senior Vice Provost for Academic Affairs

By: Mason VanHouweling 4/1/16
Mason VanHouweling
Chief Executive Officer

RECOMMENDED
By: Barbara Atkinson
Barbara Atkinson, M.D.
Dean, School of Medicine

16-800
3/29/16

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

EXHIBIT B

MEDICAL STUDENT STATEMENT OF ACKNOWLEDGEMENT

WHEREAS, I am a student at _____ (hereinafter "School");

WHEREAS, School and University Medical Center of Southern Nevada (hereinafter "Hospital") have entered into a Medical Student Affiliation Agreement (hereinafter "Agreement") to provide students of School with medical experience and training; and

WHEREAS, I desire to take part in said medical Clinical Program (hereinafter "Program").

NOW, THEREFORE, I stipulate and agree as follows:

1. I have received and reviewed Hospital's orientation materials and the written regulations which will govern my activities while at Hospital.
2. I agree to follow Hospital's administrative policies, standards, and practices in effect while I am a student at Hospital.
3. I agree to follow Hospital's Health Insurance Portability and Accountability Act ("HIPAA") policies and procedures.
4. I agree to comply with all federal, state and local laws and/or regulations relative to my activities at Hospital.
5. I agree that all patient records and all Hospital statistical, financial, confidential, and/or personnel data received, stored or viewed by me shall be kept in the strictest confidence by me.
6. I understand that before I may be admitted to the Program to be conducted at Hospital, I must:
 - a. Provide evidence of appropriate health insurance,
 - b. Undergo a physical examination demonstrating my ability to perform the essential functions of the job (with or without reasonable accommodations),
 - c. In accordance with Hospital policies, take and pass a pre-placement drug screen,
 - d. In accordance with Hospital policies, submit to two-step TB Skin Testing,
 - e. In accordance with Hospital policies, demonstrate exposure to or vaccination against Rubella, Rubeola and Varicella,
 - f. In accordance with Hospital policies, demonstrate vaccination against Hepatitis B or exercise of refusal to be so vaccinated, and
 - g. In accordance with Hospital policies, provide Hospital with access to my background check results.

7. I understand that before I may commence training or activities at Hospital, I must attend Hospital's orientation program designed to familiarize students with their responsibilities and with their work environment.

8. I understand that my student identification badge must be worn at all times and be clearly visible. Badges may not be worn backwards and should be displayed at chest level or higher.

9. I acknowledge that I am responsible for providing the necessary and appropriate uniforms and supplies required but not provided by Hospital and for securing living accommodations and transportation.

10. I acknowledge that I will not be an employee of Hospital while engaging in the Program at Hospital and that I am ineligible to receive any benefits from Hospital including, but not limited to, industrial insurance coverage.

Date:

Student's Signature

Student's Printed Name

Program of Study

EXHIBIT C: PROGRAM OBJECTIVES

(See next page)

UNLV School of MEDICINE

MD Curriculum Educational Program Objectives

Location in Curriculum (LC)

1. Foundations Phase; 2. Clerkships; 3. Doctoring; 4. Learning Communities;
5. Nevada Community Medicine; 6. Intersections; 7. Scholarly Project

General Competencies

Educational Program Objectives	LC	General Competencies							Outcome Measures	
		Medical Knowledge	Patient Care	Communication Skills	Professionalism	Practice-Based Learning and Improvement	Systems-Based Practice	Population Science		
Sciences Knowledge Base										
1. Apply the principles of anatomy, behavioral science, biochemistry, cell biology, genetics, immunology, microbiology, pathology, pharmacology, and physiology to determine the etiology, pathophysiology, diagnosis, treatment, and prevention of significant human disorders	1	X								NBME, SGF, SGP
2. Identify and propose a treatment plan for acute and chronic diseases.	2, 3, 5	X						X		ACLS/BLS, OSCE, NBME, PE
Attributes										
3. Demonstrate personal accountability, altruism, humility, self-awareness, and humility in the care of patients, self, and others.	2, 3, 5				X					CE, SGF, SGP
Clinical Skills										
4. Communicate effectively with patients, families, and other health care professionals, including in situations involving communication barriers.	2, 3, 5			X	X					OSCE, PE, SGF, SGP
5. Conduct and document complete and focused medical histories and physical examinations, and recognize confounding factors including age, gender, sociocultural factors, socioeconomic status, family history, and emotional state.	2, 3, 5, 6	X		X	X					OSCE
6. Correctly perform basic procedural skills with attention to patient comfort and safety.	3	X								PE
Patient as a Person										
7. Integrate epidemiologic, socioeconomic, behavioral, sociocultural, and community factors into patient care.	1, 2, 5		X		X					OSCE, PE, SGF, SGP
8. Apply knowledge of wellness, nutrition, hospitality principles, pain management, and integrative medicine to patient care.	2, 3, 5, 6	X			X					CE, SGF, SGP
9. Anticipate ethical issues encountered in clinical care and research, explain ethically justifiable options and consequences from multiple perspectives, and manage ethical challenges in medical practice and research.	3, 4, 6, 7			X	X					OSCE, SE, CE, SGF, SGP
10. Provide appropriate patient-centered counseling techniques to improve outcomes and patient satisfaction, and to promote optimal use of health care resources.	2, 3, 5, 6	X		X	X					OSCE, PE
11. Identify end-of-life care issues, including palliative care, from the perspectives of patient, family, and healthcare providers.	2, 3		X		X					CE, SGF, SGP
Critical Judgment and Scholarship										
12. Demonstrate advanced clinical reasoning to develop and narrow differential diagnoses by merging clinical information with knowledge of mechanisms of disease.	1, 2, 3	X								CE, OSCE, PE (Oral Exam), SGF, SGP
13. Formulate clinical questions and apply evidence-based medicine to provide quality health care to individuals and populations.	2, 4	X			X	X				CE, PE, SGF, SGP
14. Practice scholarship based on scientific research methods.	7	X			X					CE, SE
The Medical Practice and its Role in the Community										
15. Identify the personal skills and systems-level processes that support continuous quality improvement, including patient safety.	3, 6			X	X					CE, OSCE, PE, SGF, SGP
16. Advocate for the improvement of public health outcomes through community engagement and the analysis of social determinants of health and disease.	5	X		X	X					CAPSTONE, SGF, SGP
Healthcare Systems										
17. Discuss the core financial, legal, structural, policy, and regulatory aspects of the United States health care system and their impact on the delivery of health care.	3, 5, 6				X					CE

ACLS/BLS = Advanced Cardiac Life Support/Basic Life Support; Capstone = project leading in scholarly presentation; CE = Course Exam; NBME = National Board of Medical Examiners Exam; OSCE = Objective Structured Clinical Examination; PE = Preceptor Evaluation; SE = Self Evaluation; SGF = Small Group Faculty Evaluation; SGP = Small Group Peer Evaluation

Updated June 29, 2015

Exhibit B

Description of Academic Support and Professional Services

1.) Resident and Fellow Support for below FTE's at Academic Year 2015-2016 salary and benefit levels.

Program	UMC FTE AY14-15	Total FTE AY14-15	UMC FTE AY15-16	Total FTE AY15-16	UMC FTE AY16-17	Total FTE AY16-17	UMC FTE AY17-18	Total FTE AY17-18
Residencies:								
Emergency Medicine	24.13	31.00	24.53	30.50	24.00	30.00	24.00	30.00
Family Medicine	6.90	15.00	6.80	15.00	6.80	15.00	6.90	15.00
Rural FM	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Internal Medicine*	69.22	78.64	67.57	76.00	67.57	76.00	63.57	70.00
OB/GYN	13.00	13.00	12.00	12.00	12.00	12.00	12.00	14.00
Orthopaedics	0.00	0.00	0.00	0.00	4.00	4.00	8.00	8.00
Otolaryngology	9.50	4.00	6.00	5.00	4.00	5.00	4.00	5.00
Pediatrics*	26.58	44.00	22.58	41.00	22.00	39.00	22.00	39.00
Plastic Surgery	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Psychiatry	6.00	19.00	6.00	22.00	6.00	24.00	6.00	24.00
Surgery*	19.70	28.00	18.66	29.00	19.00	29.00	19.00	29.00
UMC FTE	175.05	239.64	170.24	238.50	172.47	242.00	174.47	242.00

Fellowships:								
Cardiology	2.00	3.00	4.00	6.00	6.00	9.00	6.00	9.00
Gastroenterology	1.00	2.00	2.00	4.00	3.00	6.00	3.00	6.00
Pulm/Critical Care	0.00	0.00	2.00	3.00	4.00	6.00	8.00	9.00
Child Psychiatry	0.90	2.00	2.90	4.00	2.90	4.00	3.90	4.00
Sports Medicine	1.00	1.50	1.00	1.50	1.00	1.00	1.00	1.00
Surgical Critical Care	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
UMC FTE	7.90	11.50	14.90	21.50	19.90	29.00	21.90	32.00

UMC Total FTE **182.95** **185.14** **192.37** **196.37**

2.) Resident Faculty Support will be consistent with ACGME guidelines for residency and fellowship program directors in the below departments:

- Surgery
- Pediatrics
- Obstetrics and Gynecology
- Internal Medicine
- Psychiatry
- Family Medicine
- Emergency Medicine

3.) Pursuant to Section 6.1 b, the following is a description of the Professional Services as of the Effective Date of this Agreement:

Surgery

General Surgery, Pediatric Surgery, Colorectal Surgery, Surgical Oncology, Transplant Surgery, Acute Care Surgery, Hand Surgery and Bariatric Surgery services

Pediatrics

Endocrinology, Gastroenterology, Behavioral & Development, Allergy & Immunology, Adolescent Medicine, General Pediatrics, Infectious Disease General Pediatric Instructors and Pediatric Hospitalist services

Ob/Gyn

24/7 Obstetrical and Gynecology coverage and Maternal-Fetal Medicine services

Internal Medicine

24/7 Gastroenterology, Pulmonary and Pulmonary Critical care services. Generalist/Hospitalist, Endocrinology, Internal Medicine Instructors, Cardiology and Neurology services

Psychiatry

General Psychiatry and Child & Adolescent Psychiatry services

Family Medicine

General inpatient Family Medicine and Obstetrical services

UNLV

**Executed First Amendment to the
Preliminary Affiliation Agreement between
UNLV and UMC**

(Approved at the December, 2016 Board meeting)

FIRST AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "First 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"), 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 premiere 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, pursuant to Section 13.2 of the Preliminary Affiliation Agreement NSHE may terminate the Preliminary Affiliation Agreement if fee title to the Pinto Parcel has not been transferred to NSHE by Clark County prior to December 31, 2016 pursuant to the terms and conditions of that certain Transfer Agreement dated June 21, 2016 (the "Transfer Agreement").

WHEREAS, the parties originally anticipated that demolition of the existing structures on the Pinto Parcel would be complete in the fall of 2016.

WHEREAS, NSHE and Clark County now anticipate that demolition of the existing structures on the Pinto Parcel will not be complete until the spring of 2017.

WHEREAS, the Transfer Agreement has been amended to extend the Closing Date to July 1, 2017.

WHEREAS, the NSHE and UMC desire to amend Section 13.2 of the Preliminary Affiliation Agreement to account for the new Closing Date deadline.

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. Amendment

Section 13.2 of the Preliminary Affiliation Agreement is hereby amended to read as follows:

13.2 *Early Termination*. Notwithstanding Section 13.1, if fee title to the Pinto Parcel has not been transferred to the Board of Regents of the Nevada System of Higher Education pursuant to the terms and conditions of the Transfer Agreement on or before July 1, 2017, NSHE may, in its sole and absolute discretion, terminate this Agreement at any time by giving UMC written notice of such termination which shall become effective sixty (60) days thereafter.

2. No Further Modifications

Except as modified in this First Amendment, all other terms and conditions of the Preliminary Affiliation Agreement 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 First Amendment, the terms of this First Amendment shall prevail. This First 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 First Amendment on this 16 day of Nov, 2016.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: Mason VanHouweling
Mason VanHouweling
Chief Executive Officer

Date: 11/16/16

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

Recommended By:

By: _____
Barbara Atkinson
Dean, UNLV School of Medicine

Date: _____

By: _____
Len Jessup
President, University of Nevada, Las Vegas

Date: _____

Approved as to Legal Form:

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

Date: _____

Approved By:

By: _____
John V. White
Chancellor, Nevada System of Higher Education

Date: _____

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment on this ____ day of _____, 2016.


UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason VanHouweling
Chief Executive Officer

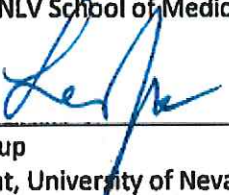
Date: _____

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

Recommended By:

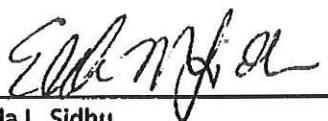
By: 
Barbara Atkinson
Dean, UNLV School of Medicine

Date: 12/13/16

By: 
Len Jessup
President, University of Nevada, Las Vegas

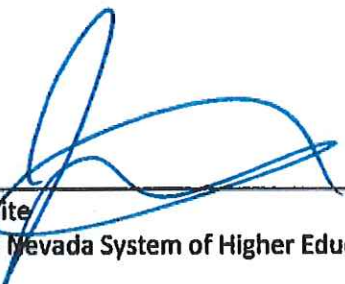
Date: 12-14-16

Approved as to Legal Form:

By: 
Elda L. Sidhu
General Counsel, University of Nevada, Las Vegas

Date: 12/7/16

Approved By:

By: 
John V. White
Chancellor, Nevada System of Higher Education

Date: 12/14/16

**Second Amendment to the Preliminary
Affiliation Agreement between
UNLV and UMC**

SECOND AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS SECOND AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this “**Second 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**”), 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 continue to work toward an Academic Health Center Master Affiliation Agreement which is anticipated to be completed with an effective date no later than July 1, 2018.

WHEREAS, the UNLV School of Medicine and UMC desire to amend the Preliminary Affiliation Agreement in order to account for certain provisions necessitated by the Transition Date to include the provision of, and compensation for, clinical and administrative professional services to be provided by the UNLV School of Medicine to UMC, as well as UMC’s funding of academic mission support necessary for the operations of the academic health center.

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. Amendment to Section 3.1

The following shall be added as the last sentence of Section 3.1:

Effective as of the Transition Date, the parties will enter into a Master Affiliation Agreement for GME setting forth certain 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; a copy of which is attached as **Exhibit B**. The President of UNLV is authorized to approve any amendments or modifications to the Master Affiliation Agreement for GME on behalf of NSHE, UNLV and UNLV School of Medicine. The consent of UMC to any amendments or modifications to the Master Affiliation Agreement for GME will be approved in accordance with the existing delegation of authorities to the Governing Board and/or Chief Executive Officer, as applicable.

2. Amendment to Section 6

Section 6 of the Preliminary Affiliation Agreement is hereby deleted in its entirety and replaced with the following:

Section 6. Professional Services and Academic Support

6.1 *Transition.* The parties acknowledge that in order to create a premier academic health center they must strengthen and expand their affiliation. The Transferred GME Programs and the Transferred Clinical Medicine Programs form a baseline from which the parties will strengthen the affiliation by expanding those programs or

adding new programs as provided in this Agreement. Consistent with the applicable Legal Requirements (as defined in Section 6.2), and subject to Section 14.1, the parties agree to the following:

- a. The parties will execute certain Professional Services Agreements for the clinical services and administrative services performed at UMC (individually a “PSA” and collectively the “PSAs”). The PSAs are anticipated for the following service lines: (i) Women’s Care Services; (ii) Surgical Services; (iii) Internal/Family Medicine Services; (iv) Pediatrics; and (v) Psychiatry; provided however, the parties may enter additional PSAs as appropriate and necessary to evidence the clinical and administrative services within all existing delegations of authority. The parties agree that all compensation paid under these PSAs will be established at fair market value and commercially reasonable for the services provided thereunder. 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 Governing Board and/or Chief Executive Officer, as applicable.
- b. In addition to the PSAs referenced above, and 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 whether any changes to **Schedule 1** are mutually agreeable and shall amend the same as necessary. 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.
- 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, as detailed in reports generated by the New Innovations system (or comparable system). The resident salaries shall be paid monthly upon receipt of 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.

6.2 *Legal Requirements.* The parties acknowledge that the obligations imposed by this Section 6 may 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 Section 6 shall require, or be interpreted to require, either party to act or take action in violation of any Legal Requirements.

2. Addition of Section 15

Section 15. Electronic Health Records

In order to realize the benefit to the parties’ patients and the coordination of medical patient records at the academic health center, the parties have entered into an EMR System Access Agreement (“EMR Access Agreement”), a copy of which is attached hereto as **Exhibit C**, for the purpose of UNLV School of Medicine acquiring access to UMC’s EMR System (as the same is defined in the EMR Access Agreement) on the terms and conditions set forth therein. 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.

3. No Further Modifications

Except as modified in this Second Amendment, all other terms and conditions of the Preliminary Affiliation Agreement 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 Second Amendment, the terms of this Second Amendment shall prevail. This Second 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 Second Amendment on this _____ day of _____, 2017.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason VanHouweling
Chief Executive Officer

Date: _____

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

Recommended By:

By: _____
Barbara Atkinson
Dean, UNLV School of Medicine

Date: _____

By: _____
Len Jessup
President, University of Nevada, Las Vegas

Date: _____

Approved as to Legal Form:

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

Date: _____

Approved By:

By: _____
John V. White
Chancellor, Nevada System of Higher Education

Date: _____

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2017-18

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, research and/or community service.

Academic Mission Support: **\$6,400,000.00** (such amount shall be paid monthly in equal installment on or about the 15th day of the month)

Resident salaries for the 2017-18 Academic Year:

Resident Salaries: Not to exceed **\$13,653,247.00** (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 FTE's	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	Total
Emergency	8.00	10.00	8.00				26.00
Family and FM-R	6.60	1.79	2.13				10.52
Internal Med	22.11	20.59	20.64				63.34
OB/GYN	3.00	3.00	3.00	3.00			12.00
Orthopaedics	4.00	3.00					7.00
Otolaryngology	1.00	1.00	1.00	1.00	1.00		5.00
Pediatrics	7.00	8.31	7.64				22.95
Plastic Surgery	1.00	1.00	1.00	0.88	1.00	1.00	5.88
Psychiatry	5.00	2.00	0.00	1.00			8.00
Surgery	4.00	3.75	3.00	3.96	4.00		18.71
Cardiology				2.00	2.00	2.00	6.00
Child Psychiatry				0.50	2.40		2.90
Gastroenterology				1.00	1.00	1.00	3.00
Pulmonary/Critical Care				2.00	2.00	2.00	6.00
Sports Medicine				0.50			0.50
Surgical Critical Care						3.00	3.00
Total	61.71	54.44	46.41	15.84	13.40	9.00	200.80

EXHIBIT B

Master Affiliation Agreement for GME

See Attached

MASTER AFFILIATION AGREEMENT FOR GRADUATE MEDICAL EDUCATION (GME)

This Master Affiliation Agreement for Graduate Medical Education (GME) is entered into this ____ day of _____, 2017 with the intent it be effective as of 1st day of July, 2017 (the "Effective Date"), is between the Board of Regents of the Nevada System of Higher Education for and on behalf of the University of Nevada, Las Vegas School of Medicine ("University" or "Sponsoring Institution") and University Medical Center of Southern Nevada ("Hospital"), and is based on the following:

WHEREAS, University operates a school of medicine that provides medical education and training for medical students, residents and fellows and is accredited by the Accreditation Council for Graduate Medical Education ("ACGME") with accredited programs in Emergency Medicine, Family Medicine, Rural Medicine, Sports Medicine, Internal Medicine, Cardiology, Pulmonary Critical Care, Gastroenterology, Obstetrics and Gynecology, Orthopedic Surgery, Otolaryngology, Pediatrics, Plastic Surgery, Psychiatry, Child and Adolescent Psychiatry, Surgery and Surgical Critical Care ("Program" or "Programs"), as well as various unaccredited Fellowship programs; and

WHEREAS, University is a Sponsoring Institution providing graduate medical education that facilitates residents' professional, ethical, and personal development and assumes the ultimate financial and academic responsibility for the Graduate Medical Education ("GME"); and

WHEREAS, Hospital is a Major Participating Institution and a county-owned hospital established in accordance with Nevada Revised Statutes Chapter 450 providing health services primarily to the residents of Southern Nevada and Northern Arizona;

WHEREAS, Hospital has a significant interest in enhancing the educational training of physicians who provide health care services and reside in Southern Nevada, and is committed to promoting that interest by being a Major Participating Institution in order to provide educational opportunities to residents participating in medical education programs of the University by entering into this Master Affiliation Agreement; and

WHEREAS, University and Hospital desire to enter into this Master Affiliation Agreement for GME in order to set forth their respective rights and responsibilities and in furtherance of their common mission to develop a premier academic health center that integrates the expertise of the University with the resources of the Hospital to enhance teaching, promote health care innovation and improve access to health care for Southern Nevadans.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenant herein contained, the parties hereto agree as follows:

I. OVERVIEW AND PURPOSE

A. The University and Hospital agree to cooperate to provide residency and fellowship training programs as they presently exist or as both parties agree to expand. Both organizations agree to meet the ACGME common requirements for the conduct of residency and fellowship training programs, as well as the ACGME's individual program requirements for each residency. The Affiliation Requirements delineate training program requirements and responsibilities, which are common to all residency and fellowship programs, regardless of specialty. The program requirements specify the individual accreditation requirements of each residency and fellowship program.

One of these requirements is that Hospital, as the Major Participating Institution, shall demonstrate its commitment to GME by entering into this Master Affiliation Agreement for GME and corresponding Program Letters of Agreement which:

1. Identify the officials who will assume administrative, educational, and supervisory responsibility for the residents or fellows;
2. Outline the educational goals and objectives to be attained at Hospital;
3. Specify the period of assignment of the residents or fellows to Hospital;
4. Specify Hospital's responsibilities for teaching, supervision and formal evaluation of the residents' or fellows performances;
5. Establish which Hospital policies and procedures govern the residents' or fellows' education while rotating at Hospital; and
6. Include any unique requirements of the individual programs as specified in that residency or fellowship program's Program Requirements.

All six of these requirements are described for each residency or fellowship program in this Master Affiliation Agreement and in the Program Letters of Agreement ("PLA"), which are currently in routing for completion. These PLAs will be subsequently attached to this Master Affiliation Agreement as Exhibits, once the documents are finalized.

B. A "Graduate Medical Education Committee" ("GMEC") has been formed to develop and recommend institutional policies on GME, provide oversight and administer residency programs and to assure that ACGME requirements are met. The GMEC consists of all University residency or fellowship program directors, a representative from Hospital and such other local hospitals where residents and fellows participate, as well as the Sponsoring Institution's designated Chief Quality Officer or such similar position involving the same or similar duties, as may be applicable. The GMEC also includes residents or fellows from each program. It is chaired by the University's Senior Associate Dean for Graduate Medical Education, who is also the ACGME Designated Institution Official. The Dean of the University is responsible for carrying out approved actions after mutual agreement with Hospital's Chief Executive Officer.

C. Hospital and University agree to form a Joint Operations Committee ("JOC") to meet no less than quarterly for the purpose of addressing any clinical, administrative or operational issues arising out of the participation of the residents and fellows at Hospital. The members of the JOC for Hospital will be chosen by the Chief Executive Officer of the Hospital and the members of the JOC for University will be chosen by the Dean of the Medical School of University.

II. TERM AND TERMINATION

A. The term of this Agreement shall be for a period of five (5) years from the Effective Date. 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 parties agree to meet and confer to address the resolution of such breach within thirty (30) days. Thereafter the parties will use their best efforts to reach a satisfactory resolution of the issue; 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 Hospital and University.

III. DESIGNATION OF PROGRAM DIRECTOR

University shall nominate a single residency or fellowship program director for each program. The nomination will be made by the Chair of the responsible University academic department with the mutual agreement of Hospital's Chief Executive Officer and the University's Dean. Following such nomination, the GMEC shall review the qualifications of the nominees and vote on acceptance. Program Directors will have full authority to direct and coordinate the program activities, including those responsibilities designated in the ACGME general requirements for the individual program. University shall also appoint a GME Coordinator for Hospital-based residency and fellowship programs. The GMEC shall establish policies for joint evaluation of GME program directors and coordinators.

IV. UNIVERSITY'S DUTIES

A. On an annual basis, prior to the commencement of a new academic year, University shall provide Hospital with an attestation by Program or applicable fellowship, (see attached form on Schedule 1) certifying that each resident or fellow has met the following requirements (which may be amended on an annual basis by Hospital):

1. Valid State of Nevada medical or osteopathic license and Board of Pharmacy and DEA registration (as applicable);
2. Background Checks, in a form reasonably acceptable to Hospital;
3. Pre-placement drug screening prior to commencement of residency or fellowship, with testing at levels reasonably acceptable to Hospital;
4. Current TB or chest x-ray screening;
5. Completion of Hospital's orientation and any required training, including but not limited to, training as it relates to maintaining confidential patient information and compliance with HIPAA.
6. Valid malpractice and worker's compensation insurance, in limits acceptable to Hospital.
7. Executed employment agreement with University for each resident and fellow.
8. Completion of a physical examination, titers for required immunity (Hepatitis B, Varicella, and MMR), flu vaccine (or declination).

9. Supporting documentation evidencing University's attestation to the above requirements must be timely provided to Hospital upon its request.

B. University shall directly pay the residents' and fellows' salary and benefits during his/her rotation and malpractice and worker's compensation insurance to cover his/her activities.

C. University shall retain ultimate responsibility for the Program and the residents or fellows during their rotation at Hospital and the University's policies shall govern Program resident or fellow education.

D. Notwithstanding the foregoing, Program residents, fellows, and GME program directors shall also be required to abide by the Medical and Dental Staff Bylaws and any and all policies, rules and regulations of Hospital. Prior to each resident's or fellow's rotation to Hospital, Hospital shall provide access to the Medical and Dental Staff Bylaws and Hospital's policies, rules and regulations and other pertinent documents applicable to resident or fellow staff.

E. University will notify each resident and fellow that he/she is responsible as follows, and ensure compliance as applicable:

1. For following the administrative policies, standards, and practices of Hospital and Medical Staff in effect when the resident or fellow is at Hospital.
2. For conforming to the standards and practices established by University while training at Hospital.
3. For keeping in confidence any and all privileged information concerning all patients.
4. For providing the necessary and appropriate uniforms and supplies required if not provided by Hospital pursuant to Hospital policy.
5. For obtaining a physical examination, titers for required immunity (Hepatitis B, Varicella, and MMR) and TB test annually.
6. For attending Hospital's orientation and any Hospital specific training required by Hospital on infection control, safety, disaster, HIPAA compliance and other areas identified by Hospital.

F. University is responsible for supplying any additional information reasonably required by Hospital prior to the arrival of the resident or fellow.

G. University may assign residents or fellows to non-hospital sites, including assignments to full-time faculty practices for the purpose of providing training and patient care.

H. University must maintain ACGME accreditation for each residency and/or fellowship program and ensure that its ACGME-accredited programs are in substantial compliance with all ACGME program requirements.

I. University will make available to Hospital the University policies and procedures governing residents' and/or fellows' education while rotating at Hospital.

J. Within one month prior to each academic year, University shall provide a complete roster, by training program, of all residents and fellows.

V. HOSPITAL DUTIES

A. Operate and manage the Hospital and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (TJC) and other accrediting entities if applicable.

B. Hospital shall provide residents and fellows with an orientation to Hospital and access to current policies and procedures

C. Hospital shall provide the use of its Hospital and equipment for the education of residents and fellows of University, including as appropriate and to the extent possible, classroom and Hospital conference space.

D. Hospital shall make available call rooms, to the extent possible, that provide adequate and appropriate sleeping quarters that are safe, quiet and private.

E. Hospital shall ensure that when residents or fellows are on call adequate and appropriate food services are accessible and provided 24 hours a day.

F. Hospital shall provide FIT Testing as required for Hospital rotations for new residents or fellows upon arrival of resident or fellow.

G. Hospital will provide residents and/or fellows immediate first aid and other immediate emergency treatment in the event of a needle stick injury to or other exposure of residents to blood or body fluids or airborne contaminants. University will bear the costs of the immediate treatment. Post-exposure or other follow up treatment will be completed in accordance with University procedure through the worker compensation programs in place to address such injuries. r.

H. Comply with State and Federal laws regarding the delivery of and payment for health care services and supplies.

I. Hospital remains responsible for patient care at Hospital.

VI. WITHDRAWAL OF PROGRAM PARTICIPANTS

A. Hospital may immediately remove from the premises, with notice to University, any resident or fellow who poses an immediate threat or danger to visitors or personnel; or to the quality of medical services, for offensive, gross disruptive unprofessional behavior, or for behavior in violation of applicable Hospital policy. Hospital may additionally request University to withdraw or dismiss a resident or fellow from participation at Hospital when his or her Hospital performance is unsatisfactory to Hospital. In such event, the resident's or fellow's participation in patient care shall immediately cease until such time as University can show just cause why the

resident or fellow should be permitted to continue to participate at Hospital and Hospital has determined, in its reasonable discretion, that the resident or fellow may return;

B. As noted in this Agreement only the University can dismiss the resident or fellow from any University educational programs pursuant to University's due process rights as afforded to residents and fellows.

VII. INSURANCE AND ALLOCATION OF LIABILITY

A. The University shall procure and maintain:

1. Self-insurance for general and automobile liability insurance in amounts sufficient to meet its obligations under NRS 41.0305, et seq.
2. Worker's Compensation insurance as required by Nevada law and the terms of this agreement.
3. Medical malpractice insurance in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. The purchase of any insurance shall not waive any of the privileges or immunities afforded the University or its present or former officers and employees under NRS 41.0305 through NRS 41.039. The University will assert the defense of sovereign immunity in all cases in accordance with Nevada law.

B. Hospital shall procure and maintain:

1. Self-insurance for general and automobile liability insurance in amounts sufficient to meet its obligations under NRS 41.0305, et seq.
2. Worker's Compensation insurance as required by Nevada law.
3. Such other policies of insurance as the Hospital deems necessary. The purchase of any insurance shall not waive any of the privileges or immunities afforded the University or its present or former officers and employees under NRS 41.0305 through NRS 41.039. The Hospital will assert the defense of sovereign immunity in all cases in accordance with Nevada law.

C. The University and Hospital shall:

1. Provide certificates of insurance evidencing the required insurance other than self-insurance prior to the effective date of this Agreement. Such insurance, other than self-insurance, shall provide for thirty (30) days' notice of cancellation or reduction in limits or coverage's except for ten (10) days' notice for non-payment of premium.
2. Not discriminate against any resident or fellow on the basis of race, color, gender, religion, national or ethnic origin, military or veteran status, political affiliation, marital or family status, age or disability, handicapping condition (including AIDS or AIDS related conditions), sexual orientation,

gender identity or expression or any other class protected by law or regulation in educational programs, admissions policies, employment policies, financial aid or other University administered programs or activities. It is the intent of both University and Hospital to comply with both the letter and the spirit of the law in making certain discrimination does not exist in its policies, regulations, and operations.

3. Comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320, any future regulations promulgated thereunder including without limitation the Federal privacy regulations contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations"); the Federal security standards contained in 45 CFR Part 142 (the "Federal Security Regulations"); and the Federal standards for electronic transactions contained in 45 CFR parts 160 and 162, all collectively referred to herein as "HIPAA" Requirements". University and Hospital agree not to use or further disclose any Protected Health Information ("PHI") (as defined in 45 CFR Section 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. University agrees to report immediately to Hospital and Hospital agrees to report immediately to University any use, disclosure, or breach of security or PHI not authorized by this Agreement of which they become aware. Subject to any applicable legal privileges, University will make available to Hospital and Hospital will make available to University and/or the Secretary of Health and Human Services its internal practices, books and records relating to the use and disclosure of PHI for purposes of determining compliance with the Privacy and Security Rule.
4. Cooperate in meeting due process standards applicable to academic evaluations or disciplinary actions that may adversely affect residents, in the event of administrative or legal proceedings involving a resident, each party will bear its own expenses.

D. The University is responsible for its own acts and omissions which may occur during or arise out of the performance of this Agreement which liability shall be limited by NRS 41.0305 through NRS 41.039. Hospital is responsible for its own acts and omissions which may occur during or arise out of the performance of this Agreement.

VIII. INDEPENDENT CONTRACTORS

University and Hospital are independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent, joint venture or partnership. This Agreement does not create third party beneficiary or any other rights for the medical students, residents, or any other person or entity.

IX. MISCELLANEOUS

A. All parties hereby warrant that they shall comply with all applicable federal and state laws, rules, and regulations which pertain to patient client confidentiality.

B. This Agreement shall be construed in accordance with the laws of the State of Nevada. Any dispute arising from or in any way related to this Agreement shall be brought in a court of competent jurisdiction in the State of Nevada.

C. This Agreement is subject to federal, state, and local laws and regulations and any amendments, new legislation, or new interpretations of existing laws or regulations. Any provision of law that invalidates or otherwise is inconsistent with the terms of this Agreement or would cause one or both of the parties to be in violation of law shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the intent of the parties. To the extent that any provision hereon shall be finally determined by a court of competent jurisdiction to be void, illegal, or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.

D. Any waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, this Agreement and parts hereof will be immediately (or retroactively) void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this Agreement not in question shall remain in full force or effect.

E. For the purposes of workers' compensation claims, the residents are considered employees of University and not employees of Hospital. Hospital shall not be responsible for any accidents or job-related injury or illness incurred by any resident or faculty of University as a result of the resident's or faculty's participation in a clinical education program at Hospital.

F. Amendments to this Agreement may be made only upon mutual consent in writing by UNLVSOM and Hospital. No amendment or modification of this Agreement shall be deemed effective unless, or until, it is executed in writing by the parties hereto, with the same formality attending the execution of the Agreement.

G. Any notices required or permitted to be given under this Agreement shall be deemed given when mailed to a party by registered or certified mail, return receipt requested, addressed to such party at the addresses designed below, or to such other address as a party shall give the other from time to time:

To Hospital:
University Medical Center of So. Nevada
Attn: Chief Executive Officer
1800 W. Charleston Blvd.
Las Vegas, NV 89102

To University:
Dean, School of Medicine
University of Nevada Las Vegas
2040 W. Charleston, Blvd. 4th floor
Las Vegas, NV 89102

H. Nothing contained in this Agreement shall be construed to permit the assignment or transfer by University or Hospital of their rights or responsibilities under this Agreement, and such assignment is expressly prohibited.

I. This Agreement and the associated Program Letters of Agreement, as applicable, contain the entire understanding between the parties with reference to the matters contained herein and supersedes all prior agreements, oral or written, and, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendments hereto shall be valid unless made in writing and signed by both parties to this Agreement.

J. Each party to this Agreement may review documents in the possession of the other party to this Agreement which are directly related to this Agreement or the services resulting from this Agreement. Such review shall be following at least fifteen (15) days written notice.

K. Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any right, power, interest or cause of action in any third party. The Parties, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

L. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement. Delivery of this Agreement may be accomplished by facsimile or email transmission of this Agreement. In such event, University and Hospital hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

HOSPITAL
**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

By: _____
Mason VanHouwelling
Chief Executive Officer

Date: _____

UNIVERSITY
**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS SCHOOL OF MEDICINE**

Recommended

By: _____
Miriam Bar-on, MD
Senior Associate Dean of Graduate
Medical Education

By: _____
Barbara Atkinson, MD
Dean, School of Medicine

Approved

By: _____
Carl Reiber
Senior Vice Provost

Date: _____

**SCHEDULE 1
ATTESTATION**



Letter of Attestation

Academic Year 2017 - 2018

Program/Fellowship Name:

The purpose of this document is to serve as a letter of attestation that the below mentioned trainees – residents or fellows have the following:

- Background Check
- Pre-placement drug screening
- Current TB or chest x-ray screening
- Malpractice insurance
- Orientation at UMC
- Flu shot record (or signed declination letter if declined)
- State of Nevada Medical or Osteopathic License
- Pharmacy and DEA license (if appropriate for the training program)
- Hospital Confidentiality Agreement
- Executed employment agreement with University for each resident and fellow
- Completion of a physical examination, titers for required immunity (Hepatitis B, Varicella, and MMR) and flu vaccine (or declination)

[list of trainees]

Miriam Bar-on, MD Date
Senior Associate Dean for Graduate Medical Education and DIO

EXHIBIT C

EMR System Access Agreement

See Attached

EMR SYSTEM ACCESS AGREEMENT

This EMR System Access Agreement ("Agreement") is made and entered into as of this ____ day of May, 2017, by and between University Medical Center of Southern Nevada ("UMCSN") located at 1800 W. Charleston Blvd., Las Vegas, Nevada and the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas School of Medicine ("UNLV SOM"), with the intent it be effective as of the 1st day of June 2017 ("Effective Date"). ("UMCSN" and "UNLV SOM" may individually be referred to as a "Party" and collectively as the "Parties").

RECITALS

- A. UMCSN is a publicly owned and operated hospital created by virtue of Chapter 450 of Nevada Revised Statutes whose mission is to serve the community by providing patient-centered care in a fiscally responsible and learning focused environment;
- B. UNLV SOM is working to develop a world-class center for education, patient care, and research that prepares Nevada's doctors with the most innovative and technologically advanced forms of medical training, while serving the healthcare needs of a diverse rural and urban population;
- C. UMCSN and UNLV SOM have affiliated to further their respective missions with the development of an Academic Health Center and further recognize the enormous benefit to patients when medical providers have access to the EMR System (as defined below) when caring for patients; and
- D. In order to realize this benefit for its patients, UNLV SOM desires to obtain the right to access and use the EMR System, and, in order to better serve the health needs of its community, UMCSN desires to provide such access, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (which are hereby incorporated herein) and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

- 1.1 Ambulatory Visits: Ambulatory Visits are calculated based on each face-to-face encounter, or other encounter that substitutes for a face-to-face encounter as technology develops, between a Medical Provider and a patient that results in the Medical Provider entering information into the EMR System at a UNLV SOM facility/clinic (a "UNLV Medicine

Clinic”); provided however multiple encounters with Medical Providers in the same scheduled appointment at a UNLV Medicine Clinic will count as one Ambulatory Visit.

- 1.2 Go-Live Date: Agreed upon milestone date defined in the Project Plan, attached and incorporated hereto as Exhibit B, whereby UNLVSOM uses the production system in support of daily operations in the course of providing services to patients.
 - 1.3 Priority 1 Error: A priority 1 error is a problem or a series of problems that leaves the system or material program functionality unusable or severely impacts normal processing.
 - 1.4 Priority 2 Error: A priority 2 error means a problem or a series of problems in the system which causes serious disruption of a major business function and which cannot be temporarily solved by a workaround.
 - 1.5 Reasonable Efforts: For any Priority 1 Errors UMCSN will respond to UNLVSOM within 4 hours of receiving call. For Priority 2 Errors UMCSN will respond to UNLVSOM within 24 hours during normal business hours and 48 hours during weekends and holidays.
 - 1.6 Service Period: The Service Period shall be equal to the term of this Agreement (as set forth in Section 7.1). During this period, any additional support or training needs by UNLVSOM, shall, upon request, be provided by UMCSN as Additional Services (as defined in Section 3.5) based upon the nature of the Additional Services requested and a rate consistent with those rates set forth on Exhibit A.
 - 1.7 Super User(s): This category of UNLVSOM employee is intended to provide services at a UNLV Medicine Clinic(s) after having undergone the training set forth in the Project Plan as provided by UMC. Such Super Users are expected to demonstrate additional expertise obtained during such learning process. Once fully trained by UMC, the Super User will have additional responsibilities and access in order to function as a first line trainer and support for the Authorized Users.
 - 1.8 UNLVSOM User Data: The electronic data inputted into the EMR System by Authorized Users, to include ePHI, medical, demographic, billing and insurance information and associated financial records.
 - 1.9 UNLV Medicine: UNLVSOM, has entered into a formal Operating Agreement, dated April 24, 2017, with UNLV Medicine (“UNLVMed”). UNLVMed is a Nevada non-profit corporation that serves as the faculty practice plan supporting UNLVSOM. UNLVMed provides the billing, payment, administrative and management services, specifically designated as “Treatment, Payment or Operations,” for the UNLVSOM Clinical operations.
2. **EMR System.** In order to better meet its mission to serve the public and its patients, UMCSN has invested in an electronic medical record system from Epic Systems Corporation and certain related components as further described on Exhibit A (the "EMR System"). UMCSN has also obtained the right to offer to UNLVSOM the use of the EMR System. The items and services provided under this Agreement do not include hardware, software with functionality other than

listed in Exhibit A (Section IV), or staffing of UNLV SOM's office(s), and may not be used primarily to conduct personal business or business unrelated to UNLV SOM.

3. **Provision of EMR System.**

3.1 Project Kick-Off. As soon as practicable following the Effective Date, UMCSN shall provide the services necessary to implement UNLV SOM's access to the EMR System in accordance with the schedule set forth on Exhibit B (the "Project Plan"). The Parties intend that UMCSN will initiate the building of UNLV SOM's database within the EMR System, thereby establishing workflows and limited customization based on the user preferences or other services in advance of implementation of the EMR System on the "Project Kick-off Date", as defined on Exhibit B. In the event that UNLV SOM is unable to meet a date detailed in the Project Plan on Exhibit B, UMCSN may elect to establish a new Project Plan and Exhibit B based on its schedule. Notwithstanding anything to the contrary herein, if the Project Kick-off Date or any other date on the Project Plan is delayed by more than two (2) months and UMCSN is the primary or significant cause of the change of the Project Kick-off Date or any other date contained in the Project Plan, UNLV SOM shall have the right to modify the Project Plan on terms mutually acceptable to the Parties. If acts or omissions by UNLV SOM (or its Authorized Users) are determined to be the primary or significant cause of the change of the Project Kick-off Date or any other date contained in the Project Plan (determined to be greater than two (2) months), then UMCSN may modify the Project Plan on terms mutually acceptable to the Parties. In the event the Project Plan is modified to meet the new UNLV SOM schedule, UNLV SOM may be charged additional costs related to such delay. If terminated by UNLV SOM under this section, UNLV SOM shall have the right to receive a refund of any unearned portion of prepaid or advance monies. If terminated by UMCSN under this section, UMCSN shall refund any prepaid or advanced monies minus any costs accrued as of the date of such termination, whether or not UNLV SOM has been charged or invoiced at the time of termination.

3.2 Training. UMCSN shall provide training materials and train-the-trainer services to credentialed trainers of the UNLV SOM staff to provide training to Authorized Users regarding use of the EMR System. UMCSN may provide access to UMCSN training facilities if desired at mutually agreed upon times. In addition to live, in-person training, UMCSN agrees to provide any available on-line or digital training protocols or presentations and/or ambulatory training programs, which are determined by UMCSN to be appropriate learning tools. UNLV SOM will be responsible for providing staff to become credentialed trainers and completing the credentialed training process. These staff members may be the same individuals as identified to be Super Users.

3.3 Grant of Access to EMR System. Subject to the terms and conditions of this Agreement, UMCSN hereby grants to UNLV SOM nontransferable and non-exclusive access to the EMR System to permit no more than the maximum number of medical providers (each a "Medical Provider") set forth in Exhibit A and their office administrators and other authorized support staff (collectively "Authorized Users"), to electronically access and use the EMR System for storing, processing, documenting and displaying medical records and

other information, images and content related to the provision of healthcare to patients of such Medical Providers. This grant of access will include as Authorized Users, those individuals involved in treatment, payment or operation for UNLVSOM, but employed by UNLVMed. The number of Authorized Users accessing the EMR System concurrently may not exceed the maximum number of Medical Providers listed on Exhibit A. The selection and/or modification of Authorized Users, and the implementation and maintenance of security relating to access to the EMR System at UNLVSOM shall be the sole responsibility of UNLVSOM.

3.4 Maintenance. UMCSN shall provide the following maintenance and support services (the "Maintenance and Support Services") to UNLVSOM:

- a. *Technical Support*. UMCSN shall make available to UNLVSOM telephone and email access to UMCSN's technical support staff ("Technical Support") to answer questions and/or assist in resolving problems regarding the general use of the EMR System:
- b. *Error Correction*. UMCSN shall use best efforts, to correct or provide a workaround for any reproducible Priority 1 Error or Priority 2 Error that causes the EMR System to (i) fail to operate, (ii) generate error messages or (iii) generate errors in automatic data creation or calculations, provided such error is reported to UMCSN by UNLVSOM in a writing that describes such error in detail. UMCSN shall have no obligation to provide corrections or workarounds if the error is caused in whole or in part by persons other than UMCSN, including without limitation, UNLVSOM's network service provider, or the error is caused in whole or in part by UNLVSOM's use of the EMR System in association with operating environments and platforms other than those specified by UMCSN.
- c. *System Availability*. UMCSN shall use reasonable efforts to ensure that the EMR System is accessible without interruption, except for any scheduled down time needed to maintain the effective operation of the EMR System or caused by conditions outside of UMCSN's reasonable control, including but not limited to conditions related to UNLVSOM's networking and computing infrastructures, operating systems and access management services.
- d. *System Updates*. UMCSN shall make available to UNLVSOM any updates, upgrades and enhancements to the EMR System as may be made generally available by Epic during the term of this Agreement. Any costs associated with such upgrades shall be determined in accordance with the same methodology utilized in generating the fee structure employed under this agreement.
- e. *Service Level Credits*. The Parties agree that to the extent there is downtime of the EMR System that is reimbursed by the EMR System licensor, UMC will provide UNLVSOM with its prorated share of any such service level credits. Payments shall occur within thirty (30) day of receipt by UMC of the service level credits.

3.5 Additional Services. UMCSN shall provide to UNLV SOM those additional services set forth in Exhibit A (the "Additional Services").

3.6 Changes to EMR System. UMCSN may, from time to time, change the components and functionality of the EMR System, provided however, UMCSN shall notify UNLV SOM of such changes if they will materially impact UNLV SOM's use of the EMR System. In the event that any such changes materially and adversely impact UNLV SOM's use of the EMR System, and if UMCSN cannot reasonably mitigate the impact, then the Parties will meet to discuss options for resolution. If the Parties are unable to resolve the issue, UNLV SOM may terminate this Agreement consistent with Section 7.2 through Section 7.5. In the event of such termination under this Section 3.6, UNLV SOM shall have the right to receive a refund of any unearned portion of prepaid or advance monies.

4. UNLV SOM Obligations.

4.1 Third Party Components. UNLV SOM agrees that in order to ensure that the EMR System will perform satisfactorily, proper connectivity and hardware must be in place. UNLV SOM acknowledges and agrees that the hardware, software, network access and other components specified under the heading Necessary Third Party Components on Exhibit A (the "Necessary Third Party Components") are necessary in order for UNLV SOM to access and use the EMR System and must be obtained separately by UNLV SOM. UNLV SOM agrees that the Necessary Third Party Components are not the subject of this Agreement, and UMCSN shall not be responsible for the procurement, installation or maintenance of the Necessary Third Party Components, and UMCSN makes no representations or warranties regarding the Necessary Third Party Components whatsoever. Any fees for the Necessary Third Party Components shall be borne by UNLV SOM and paid directly to the vendors of the Necessary Third Party Components. As further described in the Project Plan, the Parties will cooperate to determine any adjustments to the Necessary Third Party Components and conduct testing prior to the Go-Live Date.

4.2 Staffing Resources. UNLV SOM will be required to provide two (2) full-time dedicated team members with a clinical background to participate in the design and build of specialties unique to UNLV SOM as well as building and testing of the ambulatory application. UNLV SOM will also provide one (1) full-time dedicated team member with registration/scheduling experience to participate in the design and build of the Cadence solution and one (1) dedicated team members to focus on infrastructure improvements. Additional part-time resources of UNLV SOM must include: (i) 6-10 representatives of to participate on the project steering committee which will meet a minimum of one (1) time per month; (ii) one (1) Super User per clinic for clinical functions and one (1) Super User per clinic for registration functions; and (iii) subject matter experts, one per specialty, will be required to attend direction, adoption and testing sessions on demand throughout the length of the project (estimated at five (5) hours per week). Super Users will receive additional training prior to the Go-Live Date and must be available full-time to help support the Go-Live.

4.3 Use of the EMR System. UNLV SOM is responsible for all use of the EMR System by Authorized Users, including all those individuals involved in treatment, payment or operations through UNLV Med, while using their user IDs and passwords assigned to or chosen by UNLV SOM or UNLV Med. UNLV SOM and UNLV Med shall use the EMR System in accordance with any network security policies (the "Security Policies") issued by UMCSN from time to time. UMCSN agrees to provide UNLV SOM with sufficient notice of these Security Policies and requirements, such adequate time to respond and implement these changes, as may be necessary. UNLV SOM agrees to use the EMR System in compliance with UMCSN's established workflows. If UNLV SOM fails to comply with this Section 4.3, UMCSN reserves the right to terminate access to the EMR System. If UNLV SOM desires to amend a workflow or create a new workflow, all submissions must be through the account manager or other authorized designated UMCSN personnel, and may only be implemented upon the prior approval of UMCSN. UNLV SOM understands and acknowledges that the EMR System is for the purpose of creating an integrated community patient medical record. All financial data and patient scheduling data for UNLV SOM will be accessible solely to UNLV SOM and/or UNLV Med personnel; however, all patient medical data will be accessible to all authorized users of the EMR System.

4.4 Compliance with Laws. UNLV SOM shall not use or permit the EMR System to be used (i) in violation of any applicable export laws and regulations (including without limitation any U.S. export laws and regulations); (ii) in violation of any applicable national, state or local laws or regulations, including without limitation any laws governing access to the EMR System or governing UNLV SOM's use of patient medical records and other information and materials uploaded to the EMR System by Authorized Users; or (iii) in ways that infringe the rights of others, or interfere with other users of the EMR System or other networks. Both Parties shall at all times comply with the provisions of the Nevada law, as applicable, including but not limited to any laws related to patient privacy.

4.5 Restrictions. UNLV SOM shall not, nor shall it permit Authorized Users to, disassemble, decompile, reverse engineer, copy, modify, create or add interfaces to, transcribe, store, translate, sell, lease, authorize third parties to access, or otherwise transfer or distribute any of the EMR System, the user documentation provided with the EMR System (the "Documentation") or any of the software applications used to provide the EMR System, in whole or in part, except as expressly permitted under this Agreement. UNLV SOM shall not use the EMR System for the benefit of third parties or in a "service bureau" capacity. UNLV SOM shall not attempt to interface the EMR System with any non-UMCSN third party system without the express written consent of UMCSN in its discretion.

5. Ownership.

5.1 EMR System. Except for the express rights granted to UNLV SOM under this Agreement, all right, title and interest to the EMR System, the software applications used to provide the EMR System, the Documentation and any other information, software or materials provided to UNLV SOM by UMCSN under this Agreement, including all intellectual property rights therein, shall at all times remain solely with UMCSN and/or its licensors

and vendors. UNLVSOM shall reproduce all copyright and trademark notices appearing on all copies of the Documentation.

5.2 Third-Party Software. If UMCSN licenses any third-party software on UNLVSOM's behalf, should it be necessary, UNLVSOM shall execute any required third-party license agreements prior to delivery or installation of the third-party software. If UMCSN installs third-party software at UNLVSOM's request and acceptance of license terms is affected electronically, UNLVSOM authorizes UMCSN to accept the third-party license terms on UNLVSOM's behalf.

5.3 UNLVSOM User Data. As between UNLVSOM and UMCSN, all rights titles and interest in and to the UNLVSOM User Data shall at all times remain solely with UNLVSOM and shall only be used by UMCSN to the extent necessary to provide the services as set forth under this Agreement.

6. License and Support Services Fees.

6.1 Implementation and Access Fee. On or before the Effective Date, UNLVSOM shall pay to UMCSN the implementation and access fee amounts set forth on Exhibit A. These fees must be paid within thirty (30) days of the Effective Date in order to secure access, maintenance, initial subscription engagement and other such actions as may be necessary to insure proper operations during initial EMR testing and development.

6.2 Ongoing Annual Fees. Beginning with the first month following the Go-Live Date, and on each subsequent month thereafter during the term of this Agreement, UNLVSOM will pay UMCSN a monthly fee for licensing, maintenance, subscription and support services as set forth on Exhibit A. Once per calendar year, UMCSN will review UNLVSOM's business volume and Medical Provider count and shall adjust the fees accordingly.

6.3 Optional Modules, Interfaces and Customizations. In addition to core system components as detailed on Exhibit A, UNLVSOM may have the option or may request acquiring additional modules, interfaces or specialized customizations in support of operations. Such requests, if agreed upon between the Parties shall be incorporated into UNLVSOM's Project Plan on Exhibit B. If the request is after the Go-Live Date as detailed in the Project Plan, the request should be presented to the designated representative of UMCSN.

6.4 No Payment for Referrals. Neither the fees charged to UNLVSOM under this agreement nor UNLVSOM's eligibility to enter into this Agreement were determined in a manner that takes into account the volume or value of referrals or other business generated between the Parties. Except as otherwise set forth in Exhibit A, all undisputed invoices shall be due and payable within thirty (30) days of receipt.

6.5 Late Payments. All undisputed payments not made within thirty (30) days after they become due shall be subject to late charges of one and one-half percent (1.5%) per month, not to exceed five percent (5%) per annum. In addition to any other remedies that may be available, UMCSN may suspend access to the EMR System in the event that payment

remains outstanding for more than fifteen (15) days after written notification to the UNLVSOM.

7. Term; Termination.

- 7.1 Term; Renewal. This Agreement shall be effective as of the Effective Date and shall continue, unless earlier terminated as provided herein, for the Initial Service Period set forth in this Agreement and Exhibit A. After the expiration of the Initial Service Period as set forth in Exhibit A, this Agreement may be renewed by mutual written agreement of the Parties for two (2) additional terms of one (1) year each (each a “Renewal Service Period”), unless either Party, by notice in writing given at least forty-five (45) days prior to the expiration of the Initial Service Period or any Renewal Service Period, advises the other Party of its desire to terminate.
- 7.2 Termination by Either Party. Either Party may terminate this Agreement (i) in the event the other Party commits a material breach of this Agreement and such breach continues for a period of thirty (30) days following written notice of such breach; or (ii) immediately if the other Party makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be in either voluntary or involuntary bankruptcy. If UNLVSOM should terminate this Agreement without cause then UNLVSOM shall have the obligation to reimburse UMCSN for any out-of-pocket advances or costs advanced by UMCSN on UNLVSOM’s behalf and which UNLVSOM has not repaid, subject, however, to UMCSN’s obligation to mitigate its loss through alternate uses of the services for which such advances were made or costs incurred.
- 7.3 Termination by UMCSN. UMCSN may terminate the access granted to any component of the EMR System in the event that any license or other agreement under which UMCSN acquires rights to such component expires or terminates, in which event UMCSN shall refund to UNLVSOM any prepaid fees attributable to such component for the terminated portion of the Service Period in which such termination occurs.
- 7.4 Data Transition upon Termination. Upon receiving written notice from UNLVSOM, which shall be delivered within ninety (90) days of an effective termination date, UMCSN will (i) provide UNLVSOM with a tape(s) or disk(s) (or other such data access processes) containing files with a copy of all UNLVSOM User Data. Alternatively, UNLVSOM shall be provided archived access in a text-based or other available format, such as a MySQL database export, a set of CSV files or another machine readable format agreed to by UNLVSOM in writing. Any necessary informational archiving or extracting of information shall be granted for such time as is necessary (but in no event longer than 180 days) for UNLVSOM, UNLVMed or any third party vendor to complete the work requiring such access to this data. The costs arising out of this Section 7.4 shall be considered to be Additional Services and will be consistent with the rates set forth on Exhibit A.
- 7.5 Effect of Termination. Upon expiration or termination of this Agreement (i) all rights granted under this Agreement shall terminate, (ii) each Party shall return all copies of the

other Party's Confidential Information, and (iii) UNLV SOM shall promptly return all hardware, software and other materials provided by UMCSN under this Agreement. Termination shall not affect obligations that accrued prior to the effective date of termination. The obligations of the Parties under Sections 4, 6.4, 8, 9, 10, 11 and 13 shall survive any expiration or termination of this Agreement.

8. Warranties.

8.1 By UMCSN. UMCSN represents and warrants to UNLV SOM that: (i) UMCSN has the full right, power and authority to enter into this Agreement, including all applicable licenses to license the software, services, and EMR System; (ii) it shall perform all services in a professional and workmanlike manner; (iii) the eligibility of UNLV SOM for the provision of the EMR System has not been determined in a manner that directly takes into account the volume or value of referrals or other business generated between the Parties; and (iv) neither it nor any person acting on its behalf has taken action to limit or restrict the use, compatibility, or interoperability of the EMR System.

8.2 By UNLV SOM. UNLV SOM represents and warrants to UMCSN that: (i) UNLV SOM has the full right, power and authority to enter into this Agreement; (ii) the UNLV SOM data will not infringe or violate the rights of any third party including, but not limited to, intellectual property rights; will not be abusive; will not be defamatory or obscene; and will not violate any applicable law; (iii) all Medical Providers in UNLV SOM's medical practice who currently are and for new additional Providers, if appropriate, shall remain as members of UMCSN's active medical staff throughout the term of this Agreement; (iv) UNLV SOM has not made and will not make the provision of the services provided to it under this Agreement a condition of continuing to utilize the health facilities and services offered by UMCSN; (v) the EMR System will be used for no purpose prohibited by the laws or ordinances of the United States or the State of Nevada as now in force or hereinafter enacted; and (vi) the services provided to UNLV SOM under this Agreement are not technically or functionally equivalent to items and services that UNLV SOM already possesses or has obtained.

8.3 DISCLAIMER. THE WARRANTIES STATED IN THIS SECTION 8 ARE THE ONLY WARRANTIES MADE BY THE PARTIES. THE PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE. UMCSN DOES NOT WARRANT THAT UNLV SOM'S USE OF THE EMR SYSTEM SHALL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON UMCSN AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

9. Disclaimer and Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL,

RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UMCSN'S ENTIRE LIABILITY TO CLIENT FOR DAMAGES UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO PROVIDER UNDER THIS AGREEMENT. UNLVSOM'S ENTIRE LIABILITY TO UMCSN FOR DAMAGES UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY DUE AND OWING TO PROVIDER UNDER THIS AGREEMENT AT THE TIME OF THE OCCURRENCE GIVING RISE TO SUCH CLAIM.

10. Privileges and Immunities Not Waived.

Notwithstanding any other provision of this Agreement, it is acknowledged by and between the Parties that (1) NSHE is a constitutional entity of the State of Nevada, and (2) UMCSN is a county hospital organized pursuant to Chapter 450 of the Nevada Revised Statutes. 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 to that Party by law (including Nevada Revised Statutes Chapter 41), including without limitation, any right to terminate (1) this Agreement or (2) any agreement between the Parties contemplated by this Agreement in the event any funding authority fails to appropriate funds to enable the Party to fulfill its obligations under such agreements.

11. Medical Records Obligations/HIPAA Business Associate Agreement.

The Parties agree to be bound by the terms and conditions of the Business Associate Agreement attached hereto as Exhibit C (the "Business Associate Agreement"). It is additionally agreed and established that, UMCSN is not nor shall ever be considered the "Custodian of Records" for any UNLVSOM generated records. Any need, obligation or request to produce UNLVSOM generated medical records shall rest with UNLVSOM, whether legally requested or otherwise and UNLVSOM shall designate an employed individual to be recognized as the Custodian of Records. It is additionally agreed that all responsibilities for adherence to HIPAA or HITECH record reproduction timeframes and responsibilities related to UNLV SOM records only, shall rest and be the responsibility solely of UNLVSOM or. UMCSN shall have sole responsibility for all legal and functional issues associated with UMCSN medical records. Notwithstanding the preceding, the Parties agree that UNLV Medicine (which is the associated practice plan of UNLVSOM) may at times have access to the medical records in order to fulfill the requirements of UNLVSOM and to support Payment Treatment or Operations (as the same are defined under HIPAA).

12. Confidentiality.

12.1 Confidentiality. Except as otherwise provided in the Business Associate Agreement, each Party shall retain in confidence and shall not, without the prior written consent of the other Party (the "Disclosing Party"), disclose in any manner or use, except in performance of its obligations or enjoyment of its rights under this Agreement, any

information disclosed to a Party (the "Receiving Party") by the Disclosing Party and either marked at the time of disclosure as being confidential or identified in writing by the Disclosing Party within thirty (30) days of disclosure to the Receiving Party as being confidential ("Confidential Information"). The EMR System and the Documentation shall be deemed Confidential Information of UMCSN, regardless of how marked or identified. This section shall impose no obligation upon the Receiving Party with respect to any information that: (i) is publicly available at the time received by Receiving Party; (ii) becomes publicly available other than by breach of the Receiving Party's obligations hereunder; (iii) is known to the Receiving Party prior to receipt from the Disclosing Party; (iv) is received by Receiving Party from a third party if such third party has the right to make such disclosure; (v) is independently developed by the Receiving Party without use of Confidential Information; or (vi) is required to be disclosed by law.

Notwithstanding the preceding, the Parties acknowledge and agree that UMCSN is a public county-owned hospital and UNLV SOM is a constitutionally created entity of the State of Nevada, and both entities are subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, and as such, both Parties' respective contracts are public documents available to copying and inspection by the public. If either Party receives a demand for the disclosure of any information related to this Agreement which the non-disclosing Party has claimed to be confidential and proprietary, the disclosing Party shall immediately notify the non-disclosing Party of such demand and the non-disclosing Party shall immediately notify the Disclosing Party of its intention to seek any appropriate remedy, including but not limited to relief in a Nevada court proceeding.

- 12.2 Proprietary Financial Data. Without UNLV SOM's express consent, UMCSN shall not access any of UNLV SOM's proprietary financial information that may be present within the EMR System database by virtue of UNLV SOM's implementation of the EMR System. UMCSN shall implement reasonable protections within the EMR System to prevent such access. Nothing herein shall restrict UMCSN from accessing patient health information that will be available to users of the EMR System. UMCSN additionally agrees that a method through which UNLV SOM, UNLV Med, a third party billing agency or any other entity or group engaged by UNLV SOM or UNLV Med to obtain financial information for billing and operational purposes will be guaranteed a method through which such data can be collected or extracted in usable form. Such access and or ability to extract data will be included in the costs of implementing this Agreement, as further described in Exhibit A.

13. Covenants of UNLV SOM.

- 13.1 Access to EMR System. UMCSN, or its delegate, will be permitted at any reasonable time, to enter into or upon and go through and view the EMR System.
- 13.2 Surrender Upon Termination. Possession of the EMR System will be surrendered promptly at the termination or expiration of this Agreement, provided however, UNLV SOM data shall be transitioned to UNLV SOM as set forth in Section 7.4.

13.3 Third-party Agreements. UNLVSOM bears the sole responsibility for the negotiation of any agreement(s) with vendors. UMCSN has not provided, nor offered to provide, legal advice with respect to any such agreement(s)

14. General.

14.1 Independent Contractors. The relationship between the Parties shall be that of independent contractors. Nothing in this Agreement shall create, or be deemed to imply the creation of, any partnership, joint venture or other relationship. Neither Party shall have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of the other Party.

14.2 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including any exhibits or appendices hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. This Agreement covers all of the electronic health records items and services furnished by UMCSN to UNLVSOM. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit or appendices hereto, the terms contained in the body of this Agreement shall control, except that with respect to any conflict between the terms of this Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall control. This Agreement may be modified only by a written agreement dated subsequent to the Effective Date and signed on behalf of the Parties by their respective duly authorized representatives.

14.3 Compliance with Law/Severability. In the event that a Party becomes aware in the future that this arrangement does not comport with the requirements of the federal Stark Law or the federal anti-kickback laws or other applicable law, that Party shall promptly inform the other Party of this occurrence and both Parties shall meet promptly and endeavor in good faith to take such action as is legally warranted to restore this Agreement to compliance with the law. If the Parties are unable to agree within fifteen (15) days (or such lesser time if required by law) to such amendment(s) to this Agreement as will render the offending provision(s) of this Agreement compliant with law, or if a court of competent jurisdiction or other appropriate legal agency or authority determines that any provision of this Agreement is invalid, illegal or unenforceable, that provision(s) of the Agreement shall be deemed stricken from the Agreement and the remainder of the Agreement shall remain in full force and effect.

14.4 Limitation on Actions. Any cause of action by UNLVSOM against UMCSN with respect to this Agreement must be commenced within one (1) year after the accrual thereof or it shall be barred.

14.5 No Waiver. No waiver of any breach of any provisions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other

provisions hereof or thereof, and no waiver shall be effective unless made in writing and signed by the duly authorized representative of the Party to be charged.

- 14.6 Notices. All notices that UMCSN or UNLV SOM may give to the other pursuant to this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, (i) if to UNLV SOM, to the UNLV SOM Contact set forth in Exhibit A with a mandatory copy to Director of Purchasing and Contracts, University of Nevada, Las Vegas, 4505 S. Maryland Parkway, Las Vegas, Nevada 89154-1033, (ii) if to UMCSN, to the address set forth above, to the attention of the CEO and the General Counsel, or (iii) to such other address as the receiving party shall designate by written notice given in accordance with this section.
- 14.7 Assignment; Subcontractors. This Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any assignment which is not in accordance with this Section will be void. Notwithstanding anything herein to the contrary, UMCSN may subcontract with other parties for the provision of the EMR System or any of its obligations hereunder. Notwithstanding anything herein to the contrary, any assignment necessary for UNLV SOM to subcontract or outsource performance of UNLV SOM's internal functions to a third party is permitted, including but not limited to services of UNLV Med and/or its subcontractor for billing purposes.
- 14.8 Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.
- 14.9 Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, or any other cause (whether or not similar to any of the foregoing) beyond the reasonable control of such Party (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the Force Majeure Event continues and such party continues to use commercially reasonable efforts to recommence performance.
- 14.10 Governing Law and Forum. This Agreement and all claims related to it, its execution or the performance of the Parties under it, shall be construed and governed in all respects according to the laws of the State of Nevada, without regard to the conflict of law provisions thereof. Any dispute arising hereunder which cannot be informally resolved shall be brought solely and exclusively in the federal or state courts sitting in Clark County in the State of Nevada, and each Party hereby consents to the sole and exclusive jurisdiction and venue of such courts with regard to such actions.

14.11 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMCSN for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMCSN's obligations under it shall be extinguished at the end of any of UMCSN's fiscal years in which UMCSN's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMCSN agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve UMCSN of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Agreement as of this ___ day of _____, 2017.

**University Medical Center of
Southern Nevada**

**Nevada System of Higher Education o/b/o
University of Nevada, Las Vegas School of
Medicine**

By: _____

By: _____

Name: _____
Print or Type

Name: _____
Print or Type

Title: _____

Title: _____

Date: _____

Date: _____

EMR SYSTEM ACCESS AGREEMENT

EXHIBIT A

I. CLIENT CONTACT INFORMATION

UNLVSOM:

Company Name: _____

Billing Address: _____

UNLVSOM Contact:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

Billing Contact: *(if different from UNLVSOM Contact)*

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

Technical Contact:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

II. INITIAL SERVICE PERIOD

36 months

III. RENEWAL SERVICE PERIOD *(select one)*

12 months 24 months Other:

IV. EMR SYSTEM

A. *EpicSystem Components:*

EpicCare Ambulatory EMR
Cadence Enterprise Scheduling
Welcome Kiosk
MyChart
Care Everywhere
Haiku
Canto

The following additional solutions are not included in this agreement, but are part of the UMC system and may be added at a later time:

Willow Ambulatory Pharmacy
Resolute Professional Billing
EpicCare Orthopedics
Wisdom Dentistry
Kaleidoscope Ophthalmology
Beacon Oncology
Phoenix Transplant
Epic Care Home Health
Tapestry Managed Care
Beaker Laboratory
Cupid Cardiology
Radiant Radiology
Stork Labor and Delivery

B. *Third Party Software:*

Kofax Document Imaging – Included for 12 locations (scanners not included)
Krames Patient Education – Included for 12 locations
First Data Bank drug database – Included for 150 providers
Optum CPT Codes - Included for 12 locations

V. MAXIMUM NUMBER OF AUTHORIZED USERS

Total Maximum Number of Authorized Users permitted to access the EMR System:
450 (with 200 concurrent users at any one time)

UNLVSOM may, at any time during the term of this Agreement, increase the maximum number of Authorized Users permitted to access the EMR System by providing prior written notice to UMCSN and paying to UMCSN the then-applicable fees in accordance with UMCSN's then-current pricing methodology.

VI. AMBULATORY VISITS/TRANSACTIONAL SERVICES

In addition to the fees for Authorized Users, certain fees are due and payable in connection with the total anticipated Ambulatory Visits. The total anticipated Ambulatory Visits covered by the initial Agreement is 195,000 Ambulatory Visits.

Should client exceed anticipated Ambulatory Visits in any given year, UMCSN will obtain additional licenses and UNLVSOM agrees to pay to UMCSN the cost of obtaining these additional licenses (and related annual maintenance) in accordance with UMCSN's then-current pricing methodology.

Fees for certain transaction services will be charged based upon actual uses on a quarterly basis at the following rates:

Welcome Kiosk: \$.20 per Patient access per day. A "Patient Access" is the completion of one or more tasks in a day by, or on behalf of, a patient using Welcome Patient Kiosk.

MyChart: \$2.35 per accessed record per year. An "Accessed Record" is any record accessed by the applicable Item of Program Property during a given one year tracking period. Access will only be counted once per record per license year. Access includes, without limitation, direct use such as accessing, viewing, or updating the record, and indirect use such as any other system making use of or interfacing in any way with this Item (including without limitation making use of, referring to, or consuming any web service, code, or data structure associated with this Item). Access by Your staff for the explicit purpose of initial patient loads or enabling a record for access will not be included.

CareEverywhere: \$0 initial cost but subject to increase based on actual cost to UMCSN.

VII. SOFTWARE AND HARDWARE INSTALLATION AND IMPLEMENTATION SERVICES

- Facilitate design sessions and complete build of Epic and related solutions (Milestone #4)
- Testing and resolution of issues to meet business requirements (Milestone #5)
- Development of training materials, incorporating software build and UNLV business processes (Milestone #7)
- Facilitate technical dress rehearsal to validate all equipment is ready for transition (Milestone #6)
- Training and certification of credential training staff (Prior to Milestone #8)
- Go-live on the ground support (Milestone #8)
- Project management, to include steering committee leadership, status reporting and change management (On-going)
- Creation of an export of encounter information required for submission to a third party billing service or third party billing software. (Milestone #5)

VIII. FEES

Implementation and Access Fees:

EpicSystem Components (IV)	\$ 536,000
Included Third Party Software (IV)	\$ 64,500
Implementation and Training Services (VII)	\$ 1,958,400

Implementation and Training Services are estimated based upon the following assumptions

- UNLVSOM will implement Epic for 29 specialties across 12 physical locations as identified on Schedule 1
- UNLVSOM has approximately 150 physicians that will require access to Epic
- UNLVSOM clinics will go-live on a staggered approach over a 3 month period of time with a final transition schedule to be determined at a later date.
- UNLVSOM will provide for staff to have access to existing medical records through an archiving solution and this data will not be converted into Epic
- UNLVSOM will implement the UMCSN ambulatory EMR model will modifications only as required to provide additional content for specialties.
- UNLVSOM will not require any interfaces to third party systems
- UNLVSOM will use a third party billing software solution or third party billing service. As part of the implementation, UMCSN will make available an extract to send required information to this provider to enable billing of encounters
- UNLVSOM will make available resources as set forth in section 4.2 of the agreement
 - Full-time resources with a clinical background to participate in the design and build of specialties unique to UNLV as well as build and testing of the application. These team members will be required to travel to Epic for certification and will work as members of the OneUMC project team under the direction of the Epic Program Director
 - Full-time resource with a scheduling and/or registration background to participate in the design and build of the Cadence solution for UNLV. This team member will be required to travel to Epic for certification and will work as a member of the OneUMC project team under the direction of the Epic Program Director
 - Full-time team member to focus on infrastructure. This team member will not be required to go to Epic for training and will be responsible to report jointly to the Epic Technical Team Lead and Wonda Riner.
 - Representatives to participate in the project steering committee which will meet one time per month
 - 1 super user per clinic per specialty and 1 per registration desk. These staff members will be required to attend additional training prior to go-live and must be available full-time during the go-live transition for their location to provide additional support.
 - Subject matter experts to attend direction, adoption, and testing sessions on demand during the length of the project. This commitment will vary but will average 5 hours per week. At least one subject matter expert is required per specialty.

Implementation and Training Services do not include custom reporting, conversion of existing data, and interfaces to other UNLV systems. Such fees will be considered Additional Services if and when requested by UNLVSOM.

Fees are based on a 12-month installation implementation for the EMR software. Should the implementation go beyond the estimated time frame the fees estimated in this agreement are subject to change based on additional time required by UMCSN staff to bring the system live.

Annual Recurring Fees:

Epic Software Fees	\$ 398,082
Epic Transaction Fees (estimated)	\$ 57,000
3 rd Party Software Fees	\$ 75,000
UMC Support Fees	\$ 150,000

Maintenance Fees: \$ 669,682, UMCSN may increase maintenance charges annually, with annual increase from one year to the next at a rate not to exceed) 3% per year. Notwithstanding the preceding in the event UMCSN’s costs increase at a rate greater than 3% in any given year, UMCSN shall provide written notice to UNLVSOM and the actual costs of the same shall be passed through.

All Payments shall be made in accordance with Section 6.2

IX. NECESSARY THIRD-PARTY COMPONENTS

UNLVSOM is responsible for procuring the following Necessary Third-Party Components to ensure that the software will perform at appropriate speeds to be satisfactory to the end users and optimal for patient care.

- All computers will be required to meet minimal Epic specifications
- All monitors used by clinical staff must be upgraded to 22” or larger

UNLVSOM will be required to complete a technical dress rehearsal prior to go-live as referenced in Exhibit B. The dress rehearsal will validate that all hardware and connectivity is in place and meets the needs of the end users. This milestone may not start until all required computers and other hardware are in place. If this start is delayed or if the hardware does not pass the dress rehearsal, project delays may result.

The following is an overview of the hardware requirements that UNLVSOM must have in place at all locations that would use the type of hardware in question. All hardware must meet Epic and third party specifications as provided by UMCSN.

- Computers
- Monitors (22” or larger)
- Printers
- Credit card swipers
- Scanners
- E-signature pads
- Kiosks
- Tablets
- Mobile Devices

In addition UNLVSOM will be required to establish connectivity to the UMCSN network at acceptable speeds to create an optimal Epic end-user experience.

ADDITIONAL SERVICES:

A. *Additional Services During Implementation:* Implementation support services required by UNLVSOM, over and above that which is contemplated under this Agreement, shall be billed at the actual cost to UMCSN if consulting resources are used (e.g. Epic or another third party resource with knowledge of Epic or the third party solution for which services will be provided). UMCSN may also provide such additional resources as based upon their skills and availability as determined by UMCSN and in its sole discretion at rate of \$75 per hour. Examples include but are not limited to: changes requested by UNLVSOM to the system build after sign off; custom requirements that deviate from the UMC clinic model (other than build of specialty content) and major system errors caused by inappropriate use of system by UNLVSOM staff. Change orders for additional services shall be in the form of a signed document and will be paid within 30 days of invoice receipt.

B. *Custom Reports:*

UNLVSOM shall have access to out-of-the-box reporting in the Epic EMR solution for reporting on UNLVSOM User Data. UMCSN shall, upon request by UNLVSOM and payment of the additional fees set forth below, configure the EMR System to generate custom reports for UNLVSOM.

C. *Expenses:*

UMCSN shall invoice UNLVSOM for any expenses on a monthly basis without mark-up.

ADMINISTRATIVE AND OTHER EXPENSES:

A. *Increases Due to Third-Party Increases:*

UMCSN shall be entitled at any time without prior notice to pass through to UNLVSOM and UMCSN's other clients on an equitable basis (i) any volume-based usage fees associated with updates, upgrades or improvements to the EMR System, (ii) any increases in communications tariffs related to the EMR Services, including, without limitation, government imposed access fees, service provider imposed fees, and (iii) any increases in fees resulting from changes in regulation or statute, or other similar fees assessed against UMCSN.

Schedule 1

UNLV SOM Medical Clinic Locations

	A	B	C	D	E
1	UNLV School of Medicine				
8	UNLV Medicine Practice Clinic Locations And Specialty				
9					
10					
11	FAMILY MEDICINE		Sq Ft	Specialty	
12	2410 Fire Mesa St.	Ste 180	7598	1	x
13					
14	OB/GYN			2	
15	1707 W. Charleston Perinatal/MFM	Ste 110			x
16	1707 W. Charleston OB/GYN	Ste 120			x
17	2231 W. Charleston Blvd	2nd Flr	8675		x
18	3196 S. Maryland Pkwy	Ste 209	5728		x
19					
20	Pediatrics/ Autism/Endocrinology, Neurology, Gastroenterology,			9	
21	Hospitalist, Gen Peds, Infectious Disease, Allergy/Immunology				
22	Pulmonology, Rheumatology				
23	1524 Pinto Lane	3rd Floor	13048		x
24	630 S. Rancho Dr. (Autism)	Ste A			x
25					
26	Psychiatry			2	
27	4000 E. Charleston		30429		x
28	520 E. Lake Mead		381		x
29	6375 W. Charleston		3603		x
30	4538 W. Craig		553		x
31	Dr. Netski Practice				
32					
33	Otolaryngology			1	
34	5380 South Rainbow	Ste 324			x
35	3150 N. Tenaya	Ste 112			x
36					
37	Surgery - General, Onc, Vasular, Bariatric, Colon			7	
39	1707 W. Charleston	Ste 160			x
40	3150 N. Tenaya (Surgical Onc) Same Ste with Otolaryngology	Ste 112			
41	Pediatric Surgery				
42	3121 S. Maryland Pkwy	Ste 400			x
43	Plastic Surgery & Hand				
44	1707 W. Charleston	Ste 190			x
45					
46	Hand Therapy Clinic				
47	1707 W. Charleston	Ste 170		1	x
48					
49					
50	Internal Medicine - Gen			6	
52	Gen/Residents - 2231 W. Charleston Blvd	1st floor			x
53	Neurology,Gastroenterology, Rheumatology				
54	1707 W. Charleston	Ste 220			x
55	Pulmonary / Gen				
56	1707 W. Charleston	Ste 230			x
57	Endocrinology				
58	1707 W. Charleston	Ste 200			x
59					
60	Total Locations				21
61					
62	Total specialties			29	

EMR SYSTEM ACCESS AGREEMENT

EXHIBIT B

PROJECT PLAN

UMCSN and UNLV SOM will work together to complete the project with the objective of achieving each of the milestones listed below. If delays occur in completion of tasks that results in the milestones being missed then the overall timeline will be adjusted to move the go-live date to accommodate for that delay.

Milestone		
Project Tasks	Tentative Start Date	Tentative End Date
1- Contract Execution	May ____, 2017	May ____, 2017
2- Resource Identification	May ____, 2017	June 1, 2017
3- Resource Training	June 1, 2017	September 1, 2017
4- Design/Direction	September 1, 2017	November 1, 2017
5- Application Testing	November 1, 2017	December 31, 2017
6- Technical Dress Rehearsal	November 15, 2017	January 1, 2018
7- Training Strategy	September 1, 2017	November 1, 2017
8- Go-Live	February 15, 2018	May 31, 2018

Milestone #1 – Contract Execution

This milestone will be complete when the contract is successfully executed between UMCSN and UNLV SOM and the initial payment amount has been paid to UMCSN.

Milestone #2 – Resource Identification

This milestone will be complete when UNLV SOM has successfully identified and made available all resources for the project including the full-time team members, subject matter experts, and super users. This milestone is to be complete within 30 days of contract execution (milestone #1) and would be required to complete the official project kick-off.

Milestone #3 – Resource Training Certification Complete

This milestone will be complete when all full-time team members have been successfully through training and completed required certifications. This process will start after Milestone #2 and be completed within 90 days of that date. During this period, full-time resources will also participate in the UMC clinic go-live to get more exposure to Epic and enhance their training.

Milestone #4 – Design Sign-off

Following completion of Milestone #3, there will be a 60 day period of direction sessions resulting in a completed design overview of the UNLV SOM clinic model. Completion of this

milestone will require a successful sign-off of that model by the subject matter experts to facilitate build of the applications.

Milestone #5 – Application Testing Sign-off

Following completion of Milestone #4, the project team will build the application and begin application testing. Successful completion of testing will mark the success of this milestone.

Milestone #6 – Training and Go-live strategy sign-off

This milestone will refer to the successful agreement to adopt the training and go-live strategy. The training strategy will include training curriculum and schedules. Go-live strategy will include staffing support for go-live, roles, and support approach. This sign off will need to occur 90 days before the first go-live

Milestone #7 – Technical Dress Rehearsal

Technical Dress Rehearsal is the process of testing all hardware at the clinics to ensure that they are ready to go-live on Epic. This process must be successfully completed with a sign-off at least sixty days before go-live.

Milestone # 8 – Go Decision Approval

Readiness assessments will be completed 90, 60, and 30 days before the initial go-live to keep the steering committee informed of challenges and preparedness for the go-live dates. Training will need to have been completed at this point for at least 90% of the staff. Two weeks prior to go-live a final go-decision will be made that would be required before the software can be activated.

Go-Live will be completed over a 3 month period with approximately three physical locations going live every two weeks starting on March 1, 2018. The exact schedule of transition will be decided in initial planning, with all sites to have completed transition by May 31, 2018.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of the Effective Date by and between UMCSN and UNLV SOM (as those terms are defined under the EMR System Access Agreement).

RECITALS

WHEREAS, UMCSN and UNLV SOM have entered into an EMR System Access Agreement of even date herewith regarding UNLV SOM's access and use of an EMR System in connection with storing, processing, documenting, and displaying medical records and other information, images, and content related to UNLV SOM's provision of healthcare to patients (the "Agreement");

WHEREAS, UNLV SOM and UMCSN enter into this BAA for the purpose of addressing their obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"); and

WHEREAS, UNLV SOM in its capacity as a Covered Entity seeks certain assurances from UMCSN in order to comply with its legal obligations under HIPAA, HITECH and the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and 164 (the "HIPAA Rules");

NOW THEREFORE, in consideration of the mutual promises and agreements below, the Parties hereto agree as follows:

I. Definitions

- A.** Unless otherwise defined, or the context clearly indicates otherwise, any terms used in this BAA shall have the same meanings as set forth in the HIPAA Rules. This includes, without limitation, the following terms: Breach, Designated Record Set, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law Security Incident, Security Standards, Subcontractor, Unsecured PHI, and Workforce.
- B.** *Business Associate.* "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean UMCSN.
- C.** *Covered Entity.* "Covered Entity" generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean UNLV SOM.

- D. *HIPAA*. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.
- E. *HIPAA Rules*. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 as amended and supplemented by the HITECH Act and its implementing regulations.
- F. *HITECH Act*. “HITECH Act” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, and all its implementing regulations, as amended.
- G. *Protected Health Information*. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the Protected Health Information created, maintained, or received by Business Associate from or on behalf of UNLVSOM.

II. Business Associate’s Obligations and Activities

A. Permitted Uses and Disclosures of PHI.

1. General Terms of Use/Disclosure of PHI – Except as otherwise provided in this BAA, the Agreement, or as Required By Law, Business Associate may use or disclose PHI only to perform functions, activities or services for, or on behalf of, UNLVSOM, provided that such use or disclosure would not violate the Privacy Rule if done by UNLVSOM.
 - a. *Disclosure to Workforce*. Business Associate agrees not to disclose PHI to any member of its Workforce except as permitted by this BAA, the Agreement, or the HIPAA Rules and will ensure that such workforce members use safeguards at least as effective as those that UMCSN uses to safeguard its own ePHI.
 - b. *Compliance with Notice of Privacy Practices*. Business Associate's use or disclosure of PHI contained in the UNLVSOM record set also shall be accomplished in accordance with the limitations set forth in UNLVSOM's Notice of Privacy Practices, to the extent that UNLVSOM has notified Business Associate of any such limitations.
 - c. *Minimum Necessary Obligations*. To the extent Business Associate requests UNLVSOM to disclose PHI to Business Associate, UNLVSOM agrees the request is only for the minimum necessary PHI to accomplish the legitimate purposes set forth in this BAA or the Agreement.

2. Specific Uses/Disclosures of PHI. Pursuant to the terms of this BAA, UNLVSOM shall permit Business Associate to use or disclose PHI for the purpose of performing its obligations under the Agreement.
3. Additional Permitted Uses. In addition to those uses and disclosures permitted in order to provide the services referenced above, and except as otherwise provided in this BAA, the Business Associate may also use or disclose PHI it obtains from, maintains, or creates on behalf of UNLVSOM as follows:
 - a. *Use of PHI for Internal Management Purposes.* Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - b. *Disclosure of PHI for Management/Administration of Business Associate's Business.* Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - c. *Data Aggregation Services.* Business Associate is also permitted to use or disclose PHI to provide Data Aggregation Services, as that term is defined by 45 C.F.R. § 164.501, relating to its health care operations.
 - d. *Required Implementation of Safeguards.* Business Associate agrees to use reasonable and appropriate safeguards to prevent the misuse or inappropriate disclosure of PHI.
 - e. *Assurances from Subcontractors/Agents.* Business Associate shall not disclose PHI received from, or created or received by Business Associate on behalf of UNLVSOM to any agent, including a subcontractor, unless the agent or subcontractor agrees in writing to abide by the same restrictions and conditions on the use or disclosure of PHI that apply throughout this BAA to Business Associate, including those provisions requiring notice to UNLVSOM upon the discovery of any misuse or inappropriate disclosure of PHI.

- f. *PHI of UNLVSOM Patients.* The parties acknowledge that Business Associate will use and disclose PHI contained in UNLVSOM patient records in connection with the Treatment of such Individuals by UMCSN and its affiliates. The provisions of this BAA shall not apply to any such use of disclosure of PHI; provided, however, that UMCSN shall ensure that all PHI relating to the Covered Entity is only used or disclosed in a manner which is consistent with all applicable state and federal laws, including but not limited to, HIPAA and the HIPAA Rules and provided further that UMCSN shall ensure that all PHI relating to the Covered Entity is maintained in a manner consistent with all applicable federal and state laws, including but not limited to the Security Standards.
- g. *ePHI Safeguards.* Business Associate will implement appropriate safeguards to protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of UNLVSOM as required by the Security Standards.
- h. *Reporting.* Business Associate will report to UNLVSOM any Breach or Security Incident of which it becomes aware in accordance with HIPAA and the HIPAA Rules.

B. Maintenance of and Access to PHI.

1. *Provision of Access to Records and Books Related to PHI.* Business Associate agrees to make available to UNLVSOM upon its request and in an appropriate manner and time frame (not to exceed sixty (60) days from the date of the request) the information necessary for it to comply with its Patients'/Individuals' rights to access, amend and receive an accounting of disclosures of their PHI and to make available to the Secretary of the Department of Health and Human Services (DHHS) its internal practices, books and records relating to the use and disclosure of PHI.
2. *Obligation to Provide Copies of PHI for Access by Individuals.* Within ten (10) business days of request by UNLVSOM, Business Associate shall provide PHI to UNLVSOM so that UNLVSOM may permit any Individual whose PHI is maintained by Business Associate in a Designated Record Set created by or maintained on behalf of UNLVSOM to have access to and to copy his or her PHI in the format requested unless it is not readily producible in such format, in which case it shall be produced in hard copy format.
3. *Obligation to Make Necessary Amendments to PHI.* Within ten (10) business days of receiving a request by UNLVSOM, Business Associate agrees to make any amendment(s) to PHI it maintains in a Designated

Record Set created by or maintained on behalf of UNLVSOM. Business Associate shall refer any requests for amendments made directly by patients or other Individuals to UNLVSOM prior to making any such amendments.

4. *Obligation to Maintain an Audit Trail of PHI Disclosures.* Business Associate agrees to maintain sufficient information regarding its disclosures of PHI to permit UNLVSOM to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate understands that this requires Business Associate to maintain an audit trail of all such disclosures made within six (6) years of the Individual's request, but does not include disclosures made by Business Associate in connection with the treatment of the patient, the processing of payments for treatment or the operations of UNLVSOM or Business Associate. At a minimum, this audit trail shall include the date of any disclosure, the name of the recipient (and address where possible), a brief description of the PHI disclosed, and the purpose of the disclosure. Accounting of such disclosures shall be available to UNLVSOM or the Individual within twenty (20) days of a request. If an Individual requests an accounting directly from Business Associate, Business Associate shall forward a copy of the request to UNLVSOM within ten (10) days of its receipt.
5. *Notice of Request for PHI.* Business Associate agrees to notify UNLVSOM within ten (10) business days of the receipt of any request or subpoena for PHI. Business Associate agrees to provide UNLVSOM with the opportunity to challenge the validity of any such request.

C. Responsibilities in the Event of an Unauthorized Use or Disclosure of PHI.

1. *Reporting Unauthorized Use or Disclosure of PHI.* Business Associate agrees to report to UNLVSOM any Security Incident or any use or disclosure of PHI by Business Associate, its Workforce, agents/subcontractors or anyone else that is not provided for by this BAA within ten (10) business days of such discovery thereof. Business Associate also agrees to report to UNLVSOM any remedial actions taken or proposed with respect to the Security Incident or unauthorized use or disclosure of PHI. Unless otherwise specified, the notice of such Security Incident or unauthorized use or disclosure of PHI shall be made in accordance with the notice provisions set forth in the Agreement.
2. *Mitigation of Harm/Damages Resulting from Unauthorized Use or Disclosure of PHI.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

D. Obligations of UNLVSOM

1. *Provision of Privacy Practices.* UNLVSOM shall provide Business Associate with the Notice of Privacy Practices that UNLVSOM produces in accordance with 45 CFR 164.520, as well as any changes to such notice to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. *Provision of Patient/Individual Restrictions on Use/Disclosure of PHI.* To the extent that UNLVSOM permits its Patients or other Individuals to limit the use or disclosure of PHI by means other than or in addition to those means set forth in UNLVSOM's Notice of Privacy Practices, UNLVSOM shall notify Business Associate of any changes in, or revocation of permission by Individual to use or disclose PHI to the extent that such limitation may affect Business Associate's permitted or required uses and disclosures.
3. *Compliance with HIPAA Rules and Notice of Privacy Practices.* UNLVSOM shall not ask Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by UNLVSOM, except to the extent that such use or disclosure is permitted in accordance with Section II(A), above.

III. Term and Termination

- A. **Term.** The Term of this BAA shall terminate when all of the PHI provided by UNLVSOM to Business Associate, or created or received by Business Associate on behalf of UNLVSOM, is (1) returned to UNLVSOM, or (2) destroyed by Business Associate at the written request of UNLVSOM. If it is infeasible to return or destroy the PHI, the protections set forth in Paragraph C of this section shall be extended to such information.
- B. **Termination for Cause.** Upon becoming aware of a material breach of or a pattern of non-compliance with the terms of this BAA by Business Associate, UNLVSOM shall provide a reasonable opportunity for Business Associate to cure the breach or end the violation. In the event that the breach is not cured or the violation is not otherwise ended within thirty (30) days or if a cure is not possible, UNLVSOM may terminate this BAA.
- C. **Effect of Termination.**
 1. *Maintenance/Return/Destruction of PHI.* Upon termination of this BAA for any reason, Business Association, with respect to PHI received from UNLVSOM, or created, maintained, or received on behalf of UNLVSOM, shall:

- a. Retain only that PHI necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities;
- b. Return or destroy, as agreed upon by the Parties, all remaining UNLVSOM PHI in the possession of Business Associate;
- c. Return or destroy, as agreed upon by the Parties, the PHI retained by Business Associate when it is no longer needed for Business Associate for its proper management and administration or to carry out its legal responsibilities.

This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. *Survival of Obligations When Return/Destruction of PHI is Not Feasible.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to UNLVSOM notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

IV. Miscellaneous

- A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rule means the section as in effect or as amended, and for which compliance is required.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the HIPAA, HITECH, the HIPAA Rules, and any other applicable law. If the Parties cannot agree on the effect of any such amendment or interpretation, this BAA may be terminated upon written notice to the other party; provided, however, that the obligations of Section III(C) shall survive termination or expiration of this BAA.
- C. **Survival.** The respective rights and obligations of Business Associate under Section III(C) of this BAA shall survive the termination or expiration of this BAA.
- D. **Interpretation.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and the HIPAA Rules. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

- E. Severability.** If any part of any provision of this BAA or any other agreement, document or writing given pursuant to or in connection with this BAA shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.
- F. Waiver.** Neither the waiver of a breach of any provision of this BAA, nor a failure to enforce, on one or more occasions, a provision of this BAA (or exercise any right or privilege thereunder) shall constitute a waiver of the provision itself, a waiver of any breach thereafter, or a waiver of any other provision herein.
- G. Assignment.** This BAA may not be assigned, in whole or in part, except with the prior written consent of the non-assigning party.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement as of the Effective Date

**University Medical Center of
Southern Nevada**

**University of Nevada Las Vegas School
of Medicine**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____