

BOARD OF REGENTS BRIEFING PAPER

1. Agenda Item Title: Master Affiliation Agreement for MountainView Medical Center and the University of Nevada School of Medicine Graduate and Undergraduate Medical Education Programs

Meeting Date: December 4th & 5th, 2014

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The Master Affiliation Agreement provides the legal framework to expand opportunities for Graduate and Undergraduate Medical Education in conjunction with MountainView Medical Center, a HCA affiliated hospital. This affiliation focuses primarily on developing new residency and fellowship training programs, but also provides new learning opportunities for medical students, with the goal of improving the quality of medical education and medical care in Nevada (Attachment A).

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

President Marc A Johnson requests approval of the Master Affiliation Agreement between the University of Nevada School of Medicine and MountainView Medical Center.

4. IMPETUS (WHY NOW?):

MountainView Medical Center and its parent, HCA, are interested in working with the University of Nevada School of Medicine to establish new residency programs at MountainView Medical Center and to make the facility available for medical student clinical clerkships.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The Master Affiliation Agreement will lead to the creation of new residency and fellowship training programs in Nevada, resulting in additional opportunities to train new physicians in the state and improve both medical education and the quality of health care in Nevada.
- Additional residency and fellowship training programs will help to alleviate Nevada's physician shortage.
- The clinical rotation opportunities for medical students will increase the overall student teaching capacity in Las Vegas, benefiting both UNSOM and UNLV School of Medicine students.
- The Master Affiliation Agreement fosters cooperation between public higher education and privately owned hospitals.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- None known.

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

- Decline the opportunity to partner with MountainView Hospital, possibly leading to new residency programs not being developed, or MountainView Hospital seeking partnership outside the public medical education system.

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 X _____
Explain: _____

MASTER AFFILIATION AGREEMENT
FOR
MOUNTAINVIEW MEDICAL CENTER/UNIVERSITY OF NEVADA SCHOOL OF
MEDICINE
GRADUATE AND UNDERGRADUATE MEDICAL EDUCATION PROGRAMS

This MASTER AFFILIATION AGREEMENT (“**Agreement**”) shall be effective as of this day of _____20 (“Effective Date”), and is made by and between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine (“**School**” or “**UNSOM**”), and Sunrise MountainView Medical Center, Inc. d/b/a MountainView Medical Center, (“**Medical Center**” or “**Host Agency**”), an HCA affiliated Medical Center in the State of Nevada.

In consideration of the promises, covenants and conditions contained in this Agreement, Medical Center and School agree as follows:

1. PURPOSE.

1.1 Medical Center and School desire to work collaboratively to develop a broad strategic regional medical campus partnership that includes graduate medical education, undergraduate medical education, clinical program development, educational facility development, and other programmatic areas.

1.2 The purpose of this Agreement is to provide a framework for School and Medical Center’s joint development of new programs for graduate and undergraduate medical education. Medical Center and School may enter into a separate, independent, written agreement to describe the Parties' mutual intention and commitment that Medical Center serve as a major clinical teaching site for School's medical students, interns, resident physicians and fellows.

1.3 Primary Academic Affiliation. Medical Center agrees that School will be Medical Center’s primary academic health science partner in the State of Nevada. Medical Center agrees that it will not enter into any agreements or arrangements with other educational institutions or programs that will interfere with this primary educational affiliation or dilute the educational experience and opportunities of students, resident physicians, interns and fellows. This primary affiliation does not preclude secondary affiliations with other schools of medicine. Such secondary affiliations would generally involve joint appointment of faculty members responsible for Medical Center residency programs so as to allow the placement of medical students from a secondary affiliate for clinical teaching and residency exposure.

1.4 Collaboration on Financing. Through their affiliation under this Agreement, the Parties intend to cooperate in financing the cost of collaborative programs and activities. Both parties recognize that Medicare and other third party reimbursement for the cost of graduate medical education is essential to support the cost of the graduate medical education programs included in this Agreement. Medical Center and School agree to fully cooperate to ensure available reimbursement is received and appropriately allocated to support the cost of providing high quality graduate medical education programs and to achieve the mutual missions and goals of both Parties. Both Parties agree to ensure that information provided to

Medicare and other payors for purposes of graduate medical education reimbursement is provided in a timely manner, is accurate and complete.

1.5 Facility, Program and Physician Development. Medical Center and School will collaborate where appropriate and where such collaborative arrangements further the mutual goals of both Parties on (1) the development and operation of new health care programs and service delivery models; (2) the promotion, recruitment and retention of nationally recognized clinical and research leaders to advance the Parties' mutual goals and interests;

1.6 Collaboration on Marketing and Public Relations. Medical Center and School will endeavor to promote the value and reputation of joint or shared responsibility programs between the Parties so that the public and consumers identify Medical Center and School as leaders in health care quality, reform and transformation, especially as it relates to improved access to primary health, acute care services, preventive health services, and management of chronic illnesses. Each party agrees not to use the name, symbol, trademarks, or service marks currently existing or subsequently established by it without the prior written consent of that party.

2. DEFINED TERMS.

As used in this Agreement, the following capitalized terms have the respective definitions attributed to them:

2.1 *"AAMC"* refers to the American Association of Medical Colleges.

2.2 *"ACGME"* means the Accreditation Council for Graduate Medical Education and includes its Residency Review Committees for all graduate medical education programs conducted at the Medical Center Facilities pursuant to this Agreement.

2.3 *"ACGME Requirements"* means the ACGME Institutional Requirements, Common Program Requirements, and specialty/subspecialty-specific Program Requirements, and ACGME Policies and Procedures.

2.4 *"Affiliate"* means any entity that, directly or indirectly, controls, is controlled by or is under common control with, or through a contract, is managed or sponsored by Medical Center.

2.5 *"Agreement"* means this Master Affiliation Agreement, as originally executed and as later amended, modified, or supplemented in accordance with its terms.

2.6 *"Clerkship"* refers to a medical student clinical rotation required for a medical degree.

2.7 *"Clerkship Director"* refers to faculty who direct required clinical rotation(s).

2.8. *"Clerkship and Elective Coordinator"* refers to non-faculty administrator who supports clerkship(s) and elective(s).

2.9 *"DIO"* means the Medical Center's Designated Institutional Official who has the authority and responsibility for all ACGME-accredited Residency Programs as prescribed by the ACGME

Requirements.

2.10. “Effective Date” means_____.

2.11. “Elective” refers to a medical student clinical or non-clinical rotation that School offers as an elective to fulfill requirements for medical degree program.

2.12. “Elective Director” refers to faculty who direct elective rotation(s).

2.13. “Executive Committee” means the Academic Affiliation Executive Committee formed by Medical Center and School.

2.14. “Faculty” means qualified physician or other professional who is employed, appointed or contracted by School and/or by Medical Center or Affiliate to provide instruction, supervision, and evaluation of resident physicians necessary to meet the educational objectives of the Residency Program and to assure supervised participation of Residents in clinical care at a level appropriate to their training and experience. Faculty will provide instruction, supervision and evaluation of medical students completing clerkships and electives at Medical Center.

2.15 “GME” means Graduate Medical Education.

2.16 “GMEC” means Medical Center’s Graduate Medical Education Committee whose role, authority and responsibility are prescribed by the ACGME Requirements.

2.17. “LCME” refers to the Liaison Committee on Medical Education, the accrediting organization for medical schools and medical degree program.

2.18 “Medical Center Facilities” means the Medical Center located at 3100 N Tenaya Way, Las Vegas, NV 89128, and other health care facilities owned and/or operated by the Medical Center.

2.19 “Medical Center Policies” means the articles of incorporation, bylaws, and policies of Medical Center, the bylaws, policies, rules and regulations of Medical Center’s medical staff, the directives of Medical Center’s administration and board of directors, and all other policies, procedures and practices of Medical Center’s and the Medical Center’s medical staff, all as amended or modified from time to time.

2.20 “Medical Student Coordinator” refers to a non-faculty Medical Center administrator who supports medical student activities across clerkships and electives and works with clerkship and elective directors, coordinators, faculty, medical students and UNSOM administration.

2.21 “Party or Parties” means School and/or Medical Center.

2.22 “Program Director” means each physician who is designated and assigned responsibility by Academic Affiliation Executive Committee and approved by GMEC in accordance with Section 3.4 to serve as the Program Director for a Residency Program.

2.23 “Program Policies” means, collectively, the following: (a) the accreditation standards and requirements of ACGME; (b) the ethical standards of the American Medical Association; (c) the

certification standards of the applicable medical specialty Board; (d) the accreditation standards of The Joint Commission (“TJC”) that are applicable to Medical Center; and (e) all Medical Center Policies that are applicable to a Residency Program at Medical Center.

2.24 “Residency Program” means each of Medical Center’s graduate medical education programs for Residents that are sponsored by Medical Center and conducted at Medical Center pursuant to this Agreement.

2.25 “Residents” means, at any particular time, the resident physicians employed by Medical Center and enrolled in Medical Center’s graduate medical education programs. The term includes interns, residents and fellows.

2.26. “Undergraduate medical education (UME)” refers to education of medical students that have not yet received a degree as a medical doctor (M.D.).

3. MOUNTAINVIEW MEDICAL CENTER/UNIVERSITY OF NEVADA GME PROGRAMS.

3.1 Medical Center as Sponsoring Institution. All Residency Programs shall be operated under the authority and control of Medical Center as the “Sponsoring Institution” in accordance with the ACGME Requirements. Medical Center shall ensure that the ACGME-accredited Residency Programs are in substantial compliance with the ACGME Requirements. Specifically, Medical Center’s DIO, in collaboration with Medical Center’s GMEC, shall have authority and responsibility for the oversight and administration of all Residency Programs, and for assuring compliance with the ACGME Requirements.

3.2 Name of Residency Programs. All Residency Programs shall be named MountainView Medical Center/University of Nevada School of Medicine Residency Programs. For example, a Residency Program for internal medicine shall be named "MountainView Medical Center/University of Nevada School of Medicine Internal Medicine Program." The Parties shall work collaboratively to promote the name and the partnership between the Parties.

3.3 Residents. Medical Center or an Affiliate shall be the employer of the Residents and shall be responsible for Resident recruitment, selection and appointment in compliance with the ACGME Requirements and applicable Medical Center Policies. The dates/hours of service, leave time, supervision, evaluation, appointment, re-appointment, discipline, termination, compensation, benefits, professional liability protection, and all other terms and conditions of Residents’ employment and participation in the Residency Programs shall be under the authority and responsibility of Medical Center or Affiliate in accordance with the ACGME Requirements and Medical Center Policies. School shall have no obligation to supervise, direct or control the provision of medical care and treatment to Medical Center patients by Residents, which responsibility shall reside solely with Medical Center, Affiliate and Faculty. School is not responsible for any legal obligations (including, but not limited to, legal claims, government investigations or actions, payment of wages and benefits and compliance with state and federal laws) relating to the employment of Residents.

3.4 Program Directors. Each Residency Program shall be administered and coordinated by

a Program Director designated by Academic Affiliation Executive Committee and approved by GMEC . Medical Center shall collaborate with the School on the qualifications and selection of Program Directors. Each Program Director shall oversee and organize the activities of the designated Residency Program at all health care facilities that are affiliated with the Residency Program, including monitoring appropriate resident supervision at each affiliated health care facility, appointing the site director for each affiliated health care facility, selecting, assigning, supervising and evaluating Faculty in their responsibility for clinical training, instruction and supervision of Residents, and exercising all other specific authority and responsibility for the Residency Programs as is required by the Program Policies.

4. MEDICAL CENTER DUTIES AND RESPONSIBILITIES.

Medical Center, at its sole expense, shall perform the following duties and responsibilities:

4.1 Apply for, obtain, and maintain institutional accreditation from ACGME.

4.2 Establish, staff, and fund the GME Office.

4.3 Build new office and clinical facilities for use by faculty and academic services. Once built, such facilities may be leased to UNSOM under separate written agreements to support the regional medical campus in which the rental amounts are set in advance, consistent with fair market value, and does not vary with, or take into account, the volume or value of referrals or other business generated between the Parties.

4.4 Use best efforts to satisfy and comply with all ACGME Requirements applicable to all Residency Programs.

4.5 Comply with all applicable laws and Program Policies in performance of Medical Center's duties and obligations under this Agreement.

4.6 Provide access to clinical facilities and space for UNSOM's medical student coordinator(s) to work with Clerkship Directors, faculty and medical students in compliance with LCME requirements.

4.7 Provide educational space and equipment required by the ACGME and LCME as required to support graduate educational activities and undergraduate medical education activities.

5. UNSOM FACULTY APPOINTMENTS.

5.1 School shall provide faculty appointments for qualified members of the Medical Center's medical staff. These faculty appointments by the School shall be without entitlement of the individual to compensation or benefits for the appointed party.

5.2 Members of the Medical Center's medical staff who hold a UNSOM faculty appointment shall provide instruction, educational opportunities, and supervision of Residents and UNSOM medical students assigned to Medical Center as Faculty.

5.3 Recommendations for appointment of Medical Center medical staff members to the UNSOM faculty shall be at the discretion of the School in consultation with the Program Director and

the Academic Affiliation Executive Committee.

5.4 Medical Center will be responsible for any associated fees of credentialing and faculty appointments.

6. ACADEMIC AFFILIATION EXECUTIVE COMMITTEE.

Medical Center and School shall form the Executive Committee to assist in developing and maintaining high standards of medical education for the residency and medical student programs. The members of the Executive Committee shall include, at a minimum, Medical Center's Chief Executive Officer, Chief Medical Officer, Chief of the Medical Staff, and DIO, and School's Dean, Senior Associate Dean of Academic Affairs in Las Vegas and Associate Dean for Graduate Medical Education. The Executive Committee shall meet regularly, at least once on a quarterly basis. The Executive Committee shall facilitate collaboration between Medical Center and School to support development of the strategic partnership, and to provide guidance and oversight needed to achieve mutual goals and objectives.

7. UNSOM RESPONSIBILITIES

7.1 Teaching and Administrative Services. Medical Center may contract for School employees and/or School-employed Faculty to provide certain teaching or administrative services to Medical Center. For example, if needed, Medical Center may contract with School for a School-employed faculty member to serve as a Program Director, Associate Program Director, core faculty, or subspecialty coordinator for the Residency Programs. In addition, Medical Center may purchase administrative services or lease key GME personnel from UNSOM. If such teaching and/or administrative services are needed, Medical Center shall enter into written services agreements with School at a later date. All compensation paid to School by Medical Center to support these activities shall be determined based on reasonable costs and in accordance with fair market value.

7.2 Academic Support Services. Medical Center may purchase certain academic support services from School in order to support the residency and medical student programs. Such academic support services shall include, but are not limited to, access to medical literature, library services, faculty development including continuing medical education activities, research support, and simulation support. Medical Center and School will from time-to-time enter into written services agreements to define the specific academic support services and other resource deliverables to be provided by School to Medical Center, and the applicable compensation to be paid by Medical Center to School. All compensation shall be in an amount that is consistent with fair market value.

7.3 Compliance with applicable law. Comply with all applicable laws and Program Policies in performance of School's duties and obligations under this Agreement

8. MEDICAL STUDENTS

Pursuant to an arrangement agreed to by the Parties, Medical Center shall provide opportunities for required clerkships, elective clinical rotations for School's medical students and visiting medical students. When medical students are participating in clerkships and elective clinical rotations, School's

medical students shall be supervised and provided clinical instruction by members of Medical Center medical staff who hold UNSOM faculty appointments and by School-employed Faculty.

Medical Center agrees to comply with all LCME requirements related to medical student education and support services including required space and required academic support services and will appoint a medical student coordinator agreeable to UNSOM and Medical Center to work with clerkship director(s), elective directors, clerkship and elective coordinator(s) and UNSOM administration, faculty and medical students. Medical student affiliation which complies with all LCME requirements is included as Attachments 1 and 2 (AAMC Uniform Clinical Training Affiliation Agreement) to this master affiliation agreement. .

9. PATIENT BILLING.

Faculty (or their employer/practice group, as applicable) have the exclusive authority and responsibility to bill, collect, and account for all medical services provided to patients by Faculty (including without limitation services provided by Faculty as teaching physicians and involving Residents). School does not have any authority or responsibility for training, oversight, monitoring, or any other billing compliance activities in connection with the billing and documentation for medical services provided by Faculty (including without limitation services provided by Faculty as teaching physicians and involving Residents). School retains the ability to bill for medical services provided to patients by School Faculty. All patient billing by School, Medical Center, and/or Faculty shall be in accordance with applicable state and federal law.

10. LIABILITY AND INSURANCE; LEGAL STATUS.

10.1 Faculty. Faculty that are employed by Medical Center or Affiliates are not, and shall not be deemed to be an employee or agent of School for any purpose including, without limitation, the training, instruction, and supervision of the clinical practice of Residents. Faculty that are employed by School are not, and shall not be deemed to be an employee or agent of Medical Center for any purpose including, without limitation, the training, instruction, and supervision of the clinical practice of Residents and medical students.

10.2 Legal Status. Medical Center and School are separate legal entities and shall maintain their separate legal existence and their independent authority and responsibilities for their respective missions, programs, personnel, facilities and other resources. The Board governing each Party will retain full control over the operations of each Party in accordance with the applicable laws, articles of incorporation and bylaws. The relationship of Medical Center and School pursuant to this Agreement is that of independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, association, employment, or agency relationship between Medical Center and School. Neither Party shall have the right to fire or discipline the agents or employees of the other Party. Each Party shall be entirely responsible for its acts and for the acts of its agents, employees and representatives as provided by law. Nothing contained in this Agreement shall be construed as an assumption by one Party of any liability incurred by the other Party, including but not limited to liability arising out of any negligence or other cause. Those Faculty and Residents that are selected and engaged as employees or agents of Medical Center and assigned by Medical Center to perform duties at Medical Center Facilities shall not be deemed to be an employee or agent of School for any reason. School

will not exercise, or attempt to exercise, any control or direction over Medical Center or any Faculty (except for School-employed Faculty) in the provision by any Faculty (except for School employed Faculty) of professional medical services. School is not responsible for any legal obligations (including, but not limited to, legal claims, government investigations, payment of wages and benefits and compliance with state and federal laws) relating to the employment of Residents.

11. TERM, TERMINATION AND NON-RENEWAL OF AGREEMENT.

11.1 Term. This Agreement shall have an initial term (the “Term”) of five (5) years commencing on and effective for all purposes as of 12:01 a.m. E.S.T. on _____, 20__ (the “Effective Date”) and expiring at midnight on the fifth (5th) anniversary of the Effective Date; provided that, on the first (1st) anniversary of the Effective Date and on each successive anniversary thereafter, the Term shall automatically be extended, on the same terms and conditions as set forth in this Agreement, for an additional successive one (1) year period (a “Renewal Term”), such that the Agreement shall remain continuously effective for the following five (5) years, unless and until either School or Medical Center, as applicable, gives the other Party a Non-Renewal Notice as provided by Section 11.3.

11.2 Termination. Notwithstanding anything in this Agreement to the contrary, Medical Center and School may terminate this Agreement before the expiration date of this Agreement as follows:

11.2.1 Termination by Agreement. Medical Center and School may terminate this Agreement at any time by mutual written agreement.

11.2.2 Termination by School or Medical Center. Either School or Medical Center may terminate this Agreement as follows:

(i) Either Party may terminate this Agreement without cause by giving written notice of termination to the other Party at least one hundred eighty (180) days in advance of the effective date specified by such notice, provided that any Residents would be allowed to complete the current program year.

(ii) If one Party advises the other Party, in writing, of any Legal Matter (defined below) and its good faith belief that the Legal Matter could adversely affect the Parties’ relationship, the Parties will, in good faith, attempt to amend this Agreement in order to comply with or otherwise resolve the Legal Matter. If the Legal Matter can be cured by severance of the offending term(s) under Section 12.6 of this Agreement, the offending term(s) shall be severed accordingly. If the Legal Matter cannot be cured by severance of the offending term(s) under Section 12.6, then the Parties, should use good faith efforts to agree on the necessary amendments. If such good faith efforts fail and either Party determines in good faith that compliance with or resolution of the Legal Matter is impossible or infeasible and provides notice together with a legal opinion from independent counsel jointly selected by the parties confirming same to the other Party, this Agreement will automatically terminate five (5) calendar days following such notice, unless the Parties agree otherwise in writing. For the purposes of this Section 11.2.2 (ii), “Legal Matter” will mean any legislation, regulation, rule or procedure enacted, adopted or implemented by any federal, State or local government, legislative body, or accrediting body, or any notice of a decision, finding, interpretation, investigation, enforcement or action by accrediting body or any governmental agency, body or court which, in good faith opinion of either Party, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, could: (1) revoke or jeopardize the status of any

license granted to the Medical Center or School; (2) prevent a Party from, in a material way, being able to provide services, or make it financially burdensome for a Party to provide such services; (3) constitute a violation of 42 USC Section 1395nn, if either Party refers patients to the other Party; (4) materially affect either Party's licensure, accreditation, or certification or right to participate in the Medicare or Medicaid programs, (5) materially affect or jeopardize the non-profit status of School and/or its affiliated no-profit entities; (6) materially affect any academic licensure, accreditation, or certification of School (7) subject a Party or any of the Parties' respective employees or agents, to civil or criminal investigation or prosecution, on the basis of their entering into or performing under this Agreement.

11.2.3 Termination by Medical Center. Medical Center may terminate this Agreement on ten (10) days advance written notice to School, if the following event occurs:

(i) If School breaches any of its material obligations under this Agreement and fails to cure the breach within thirty (30) days after the date when Medical Center notifies it of the breach. Notwithstanding the foregoing, if it is not reasonable that a breach by School can be cured within the stated period of time and School works diligently and in good faith to effect such cure, then the period of time to cure said breach shall be extended to the reasonable time required by School to achieve such cure. Medical Center has no obligation to allow School to cure any breach or default, which has been the subject of an earlier notice of termination given pursuant to this section within the preceding year.

(ii) The dissolution or complete liquidation of Medical Center, unless (A) the dissolution or liquidation is pursuant to a transfer of Medical Center's business to a different legal entity pursuant to a merger, sale of assets, reorganization, or other transaction; and

(iii) Medical Center (A) makes a general assignment for the benefit of its creditors, (B) admits in writing its inability to pay its debts generally as they mature, (C) is the subject of an order for relief under any bankruptcy, insolvency, or debtor relief law, or (D) suffers the appointment, without its consent or acquiescence, of a trustee, receiver, liquidator, or fiscal agent is appointed for all or a substantial part of its property, unless the appointment is vacated within 30 days after it becomes effective.

11.2.4 Termination by School. School may terminate this Agreement on ten (10) days advance written notice to Medical Center, if one or more of the following events occurs:

(i) If Medical Center breaches any of its material obligations under this Agreement and fails to cure the breach within thirty (30) days after the date when School notifies it of the breach. Notwithstanding the foregoing, if it is not reasonable that a breach by Medical Center can be cured within the stated period of time and Medical Center works diligently and in good faith to effect such cure, then the period of time to cure said breach shall be extended to the reasonable time required by Medical Center to achieve such cure. School has no obligation to allow Medical Center to cure any breach or default, which has been the subject of an earlier notice of termination given pursuant to this section within the preceding year;

(ii) The dissolution or complete liquidation of Medical Center, unless (A) the dissolution or liquidation is pursuant to a transfer of Medical Center's business to a different legal entity pursuant to a merger, sale of assets, reorganization, or other transaction; and

(iii) Medical Center (A) makes a general assignment for the benefit of its creditors, (B) admits in writing its inability to pay its debts generally as they mature, (C) is the subject of an

order for relief under any bankruptcy, insolvency, or debtor relief law, or (D) suffers the appointment, without its consent or acquiescence, of a trustee, receiver, liquidator, or fiscal agent is appointed for all or a substantial part of its property, unless the appointment is vacated within 30 days after it becomes effective.

11.3 Non-Renewal. Either School or Medical Center may give the other Party advance written notice (a “Non-Renewal Notice”) no less than one hundred eighty (180) days prior to the anniversary of the Effective Date that such Party will not renew this Agreement for an additional Renewal Term, in which case this Agreement will expire at the end of the then-current Term (as illustrated below).

For example and for clarification purposes only, if a Party delivers a Non-Renewal Notice to the other Party on _____ (with such date being more than one hundred eighty (180) days prior to the first anniversary of the Effective Date), this Agreement shall expire on the fifth (5th) anniversary of the Effective Date; if, however, a Party delivers a Non-Renewal Notice to the other Party on _____ (with such date being less than one hundred eighty (180) days prior to the first anniversary of the Effective Date), the Term shall be extended for an additional successive one (1) year period and this Agreement shall then expire on the sixth (6th) anniversary of the Effective Date.

11.4 Effective Date of Termination. Termination of by this Agreement in accordance with Section 11.2.1 will be effective as of the date specified in the Parties’ written agreement of termination. Termination of this Agreement by a Party pursuant to Section 11.2.2, 11.2.3 or 11.2.4 will be valid only if a notice of termination is delivered to the other Party to this Agreement by the Party electing the termination and will be effective when the notice of termination is given to the other Party or, if later, as of the date specified in the notice of termination.

11.5 Effect of Termination. If this Agreement is terminated as provided in this Section, neither School nor Medical Center will have any further duty, right, liability, or obligation under this Agreement, except as to those duties, rights, liabilities, or obligations that by their terms are to expressly survive the termination of this Agreement. Notwithstanding the foregoing, a Party will not be relieved from liability for a breach of warranty, obligation, or representation under this Agreement that occurred before the effective date of termination.

11.6 Maintenance of Accreditation. The Parties agree that they will work collaboratively to maintain the accreditation of the Residency Programs and UNSOM’s medical degree program established during the Term of this Agreement. This provision shall survive termination of this Agreement.

12. GENERAL PROVISIONS.

12.1 Patient Records. Any and all of Medical Center’s medical records and charts created at Medical Center Facilities as a result of performance under this Agreement shall be and shall remain the property of Medical Center. Both during and after the Term of this Agreement, School shall be permitted to inspect and/or duplicate, at School’s expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality In accordance with applicable federal, state and local laws, including but not limited to HIPAA (as defined below).

12.2 Compliance with HIPAA. Each Party acknowledges that each are a separate “Covered

Entity” as such term is defined under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d *et. seq.*), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, “HIPAA”). As a Covered Entity, each Party shall implement all necessary policies, procedures, and training to comply with HIPAA and other laws applicable to the creation, receipt, maintenance, transmittal, use, and disclosure of patient-related information.

12.3 Notices. Every notice, request, demand, consent, or approval required or permitted by this Agreement will be validly given only if it is in writing (whether or not this Agreement expressly provides for it to be in writing) and delivered personally or by commercial courier or United States mail (certified, return receipt requested), and addressed by the sender to the other Party at its addresses listed below or at any other mailing address as a Party subsequently designates by notice to the other Party that is given and effective in accordance with the provisions of this Section.

(i) **Medical Center:** MountainView Medical Center
3100 N. Tenaya Way
Las Vegas, NV 89128
Attention: Chief Executive Officer

Copy to: Legal Department
One Park Plaza
Nashville, TN 37203
Attention: Far West Division-Operations Counsel

(ii) **School:** University of Nevada School of Medicine
2040 W. Charleston, Suite 400
Las Vegas, NV 89102
Attention: Dean

A validly given notice, request, demand, consent, or approval will be effective on the earlier of its receipt, if delivered personally or by commercial courier with a confirmation of receipt, or the fifth day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid United States mail. Each Party promptly shall notify the other Party of any change in its mailing address.

12.4 Complete Agreement: Construction: Modification: Authority. This Agreement records the entire understanding of Medical Center and School regarding the subjects addressed herein, and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either Party regarding the subjects addressed herein. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement shall not be modified or amended except by written agreement signed by the duly authorized representatives of both Medical Center and School. Each Party represents to the other Party that the individual signing this Agreement on its behalf is a duly authorized representative of such Party with full power and authority to execute this Agreement on behalf of such Party.

12.5 Governing Laws: Pre-Suit Mediation and Dispute Resolution: Jurisdiction and Venue; Legal Fees and Costs. The validity, enforcement, construction, and interpretation of this Agreement are

governed by the laws of the State of Nevada and the federal laws of the United States of America. The Parties shall strive to use good faith negotiations to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement or the breach of this Agreement. Other than an action for injunctive relief, if any controversy or dispute arises between the Parties related to or arising out of their relationship, this Agreement, or the breach, termination or invalidity thereof, and the Parties cannot resolve the controversy or dispute through good faith negotiations, the Parties agree first to attempt in good faith to settle the dispute by mediation administered by the American Health Lawyers Association, before resorting to litigation. The location of the mediation shall be in Las Vegas, Nevada unless the parties otherwise agree to a different location. Each Party agrees to pay 50% of the costs of such mediation. Each of the Parties hereby irrevocably consents to the exclusive jurisdiction of the courts located in Clark County, Nevada to hear and determine any claims or disputes between the Parties arising in whole or in part under or in connection with this Agreement. Each of the Parties hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such actions, any claim that it is not subject personally to the jurisdiction of the above-named courts, and agrees that service of process may be made pursuant to Nevada statutes and rules of procedure. In the event that either Party elects to incur legal expenses to enforce any material provision of this Agreement by judicial means, the prevailing Party will be entitled to recover from the other Party such legal expenses, including attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such Party may be entitled. Who is the "prevailing party" will be determined pursuant to Nevada law.

12.6 Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended or should be construed to confer or grant to any person, except Medical Center and School, and their respective permitted assignees and successors in interest, any claim, right, remedy, or privilege in connection with this Agreement or any provision of it. Without limiting the generality of the foregoing, no rights are intended to be created for any patient, or of any parent, guardian, next-of-kin personal or other legal representative of any patient, nor is it intended that any provision in this Agreement be used by any such person or entity to impose any obligations, duty or standard of care or practice different from or in addition to whatever obligations, duties or standards that may exist separate and apart from this Agreement. This Agreement inures to the benefit of, and is binding on, each Party's permitted assignees and successors in interest.

12.7 Headings; References. The headings preceding the text of the sections and subsections of this Agreement are solely for convenient reference and neither constitutes a part of this Agreement nor affects its scope, meaning, interpretation, or effect. Unless otherwise expressly stated, all references in this Agreement to a Section or Subsection are to a section or subsection of this Agreement.

12.8 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable under any present or future law, and if the rights or obligations of School or Medical Center under this Agreement will not be materially and adversely affected thereby, then that provision will be reformed to the maximum extent permitted to preserve the Parties' original intent as agreed by the Parties; failing which, such provision will be severed from this Agreement with the balance of this Agreement continuing in full force and effect. Such occurrence will not have the effect of rendering the provision in question invalid in any other jurisdiction, case or circumstance, or of rendering invalid any other provisions of this Agreement to the extent that such other provisions are not themselves actually in conflict with any applicable law.

12.9 Waiver. No failure or delay on the part of any Party in the exercise of any power or right, and no course of dealing between the Parties, will operate as a waiver of such power or right, nor will any

single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by the Party of any condition or of any breach of any term contained in this Agreement will be effective unless in writing, and no waiver in any one or more instances will be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term.

12.10 Assignment. This Agreement and the rights created hereunder are not assignable by either Party, nor may duties hereunder be delegated or subcontracted, in whole or in part, by either Party, without the advance written approval of the other Party, and any attempted assignment or delegation by a Party without the advance written approval of the other Party will be invalid and unenforceable against the other Party. Notwithstanding the foregoing, either Party shall have right to assign this Agreement to any successor, subsidiary, sister or parent entity of such Party.

12.11. Force Majeure. Either Party will be excused from any delay or failure in the performance of its obligations under this Agreement to the extent that the delay or failure is caused by an intervening act, incident, or circumstance that is beyond its reasonable control and cannot be overcome through the exercise of reasonable diligence.

12.12 Execution and Effectiveness. The Parties may execute this Agreement in counterparts and by manual or facsimile signature. Each executed counterpart of this Agreement will constitute an original document, and all executed counterparts, together, will constitute the same Agreement. It will not be necessary in making proof of this Agreement to produce or account for more than one of such counterparts. This Agreement will become effective on the Effective Date when it has been signed by Medical Center and School.

12.13 Stark Compliance. School represents and warrants that in the aggregate, it and all of its affiliates compensate any and all its physician employees and physician contractors (i) in an amount that is consistent with fair market value for actual services provided, and (ii) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Medical Center or any of Medical Center's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician contractors are memorialized in a signed and current (i.e., not expired) written agreement if and when required by applicable law.

12.14 Sovereign Immunity. The parties agree that UNSOM and its employees are subject to sovereign immunity and the corresponding limitations of liability set forth in NRS 41.031 et. seq. (including NRS 41.0135). Nothing in this Agreement should be construed as a waiver of sovereign immunity and/or the protections of NRS 41.031 et. seq., by UNSOM. Medical Center and employees of Medical Center are not subject to sovereign immunity and the corresponding limitations of liability set forth in NRS 41.031 et. seq. (including NRS 41.0135).

12.15 Mutual Indemnification; Limitation. Medical Center shall indemnify, hold harmless and defend, not excluding UNSOM's right to participate in the defense of a claim, UNSOM from and against all liability, claims, investigations, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Medical Center, its officers, employees and agents. Additionally Medical Center shall indemnify, hold harmless and defend, not excluding UNSOM's right to participate in the defense of a claim, UNSOM from and against all liability, claims, investigations, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way related to Medical Center's

employment of Residents.

UNSOM shall indemnify, hold harmless and defend, not excluding Medical Center's right to participate in the defense of a claim, Medical Center from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of UNSOM, its officers, employees and agents. UNSOM's aggregate obligation to indemnify shall not exceed the limitation set forth in NRS 41.0135 (or any successor statute) in any case or claim, regardless of the number of causes of actions asserted, the number of plaintiffs, and/or the number of defendants, asserted in the case or claim.

[Signatures on following page]

IN WITNESS WHEREOF, Medical Center and School have caused this Agreement to be executed in multiple originals by their duly authorized representatives

MEDICAL CENTER

**Sunrise MountainView Medical Center, Inc.
d/b/a MountainView Medical Center**

Name:
Title:

Date

SCHOOL

**Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada
School of Medicine**

Thomas L. Schwenk, MD Date
Vice President, Division of Health Sciences
Dean, School of Medicine

Marc A. Johnson Date
UNR, President

Daniel J. Klaich Date
NSHE, Chancellor

*[Signature Page to Master Affiliation Agreement for MountainView Medical Center/University of Nevada
School of Medicine GME and UME Programs]*

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

This AAMC Uniform Clinical Training Affiliation Agreement shall be “Attachment 1” to the Master Affiliation Agreement between Nevada School of Medicine (“School” or “UNSOM”), and Sunrise MountainView Medical Center, Inc. d/b/a MountainView Medical Center, (“Medical Center” or “Host Agency”), an HCA affiliated Medical Center in the State of Nevada. This Attachment 1 shall identify the rights and responsibilities of School and Host Agency in regards to medical student education.

This AAMC Uniform Clinical Training Affiliation Agreement shall be referred to herein as “Attachment 1”, the Master Affiliation Agreement shall be referred to herein as the “Master Agreement”.

WHEREAS, the purpose of this ATTACHMENT 1 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 ATTACHMENT 1 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 HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education 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 HOST AGENCY 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, neither party intends for this ATTACHMENT 1 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 AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

June 16, 2014

A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those 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 students. The School's representative for this ATTACHMENT 1 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 ATTACHMENT 1.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this ATTACHMENT 1.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event

governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) 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 the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY 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 HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

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

4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY'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 HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY 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 ATTACHMENT 1, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY 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.

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

10. The HOST AGENCY shall identify a site coordinator from among its medical 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.

C. Mutual Responsibilities

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

2. 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 HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

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

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY 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 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. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

D. Term and Termination

This ATTACHMENT 1 is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This ATTACHMENT 1 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, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY. Termination of this ATTACHMENT 1 will not result in termination of the Master Agreement and will only terminate the rights and obligations of the parties set forth in this ATTACHMENT 1.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY 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. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

F. Health Insurance Portability and Accountability Act.

Students participating in clinical training pursuant to this ATTACHMENT 1 are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties.

Nothing in this ATTACHMENT 1 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 ATTACHMENT 1 will not be assigned by either party without the prior written consent of the other party.

I. Governmental Immunity

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this ATTACHMENT 1 will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

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

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation ATTACHMENT 1 Implementation Letter.

L. No Payments

No payments shall be made between the parties or to the students in connection with this ATTACHMENT 1.

M. Severability

The invalidity of any provision of this ATTACHMENT 1 will not affect the validity of any other provisions.

N. Headlines

Headlines in this ATTACHMENT are for convenience only.

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 and residents 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 and residents 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.

Attachment 2 Site Specific Implementation Addendum to AAMC Uniform Training Affiliation Agreement

The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine (“School”) and MountainView Medical Center (“Host Agency”) hereby agree to the following modifications and/or exceptions to the AAMC Uniform Clinical Training Affiliation Agreement, which is Attachment 1 to the Master Affiliation Agreement between School and Host Agency (“Attachment 1”). The terms and conditions set forth in this Attachment 2 shall be incorporated into and read in conjunction with Attachment 1. School and Host Agency hereby agree:

1) The Agreement shall be governed by Nevada law and any dispute arising out of or in any way related to the Agreement shall be brought in a court of competent jurisdiction in the State of Nevada.

2) Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and the applicable standards of professional practice.

3) Host Agency shall maintain, at its own cost and expense, general and professional liability insurance covering in accordance with the Master Agreement.

4) School’s liability shall be limited to the amounts set forth in NRS 41.0305 to NRS 41.039, as may be amended from time to time by the Nevada Legislature. References to “governmental immunity” in the Uniform Agreement should be interpreted as meaning NRS 41.0305 to NRS 41.039.

5) In the event of a conflict between the Attachment 1 and this Attachment 2, this Attachment 2 shall control.