

BOARD OF REGENTS BRIEFING PAPER

1. AGENDA ITEM TITLE: University of Nevada, Reno and University of Nevada, Reno School of Medicine Affiliation Agreement with Renown Health

MEETING DATE: April 29, 2021

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The University of Nevada, Reno School of Medicine (UNR Med), Dean Thomas L. Schwenk, M.D., with the presence of Anthony Slonim, M.D., President and CEO of Renown Health, presented a Letter of Intent to the Board in September 2020 that created a process for exploring a high-level affiliation and integration of clinical teaching, clinical research and clinical practice components of UNR Med with Renown Health. The Board gave unanimous endorsement to the Letter of Intent and charged UNR Med to proceed to the next step of due diligence that could lead to a definitive agreement. The Board received updates in December 2020 and March 2021 of the progress in developing a detailed agreement. The final agreement is now ready to be presented to the Board for review; the University will submit the Agreement for approval at a subsequent meeting. Exhibit A; Summary, Exhibit B.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

University of Nevada, Reno President Brian Sandoval presents for information the Affiliation Agreement with Renown Health.

4. IMPETUS (WHY NOW?):

This item is for information. The Affiliation Agreement with exhibits and schedules is complete and ready for review; the University will submit the Agreement for approval at a subsequent meeting. The Renown Health Board of Directors has approved the Affiliation Agreement.

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

- Access (Increase participation in post-secondary education)**
- Success (Increase student success)**
- Close the Achievement Gap (Close the achievement gap among underserved student populations)**
- Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)**
- Research (Co-develop solutions to the critical issues facing 21st century Nevada and raise the overall research profile)**
- Not Applicable to NSHE Strategic Plan Goals**

INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

The Affiliation Agreement provides a stable, long term platform for teaching, research and service to the community. Integration of portions of UNR Med’s clinical practice, clinical teaching, and clinical research programs with Renown through the Affiliation Agreement will lead to new programs, including new and larger clinical practices, new and expanded residency programs, possible expansion of the medical school class size, possible expansion of the physician assistant program class size, new clinical research programs, and externally-funded clinical research, all of which serve the strategic goals. This includes, but is not limited to:

- Access will increase with the increased teaching capacity, education programs and expansion of GME. This will improve access to educational resources for learners but also increase community access to health care. Class size may also increase.
- An integrated health system that includes academics and research is the preeminent model for medical education across the United States. By entering into the Affiliation Agreement student success will benefit.
- The Affiliation Agreement will provide additional learning opportunities for students from diverse backgrounds and serve UNR Med’s mission based diversity groups. The scholarship support pledged by Renown will assist students in need. Additionally, the integrated clinical platform will be able to implement population health measures that will serve communities in need.
- The Affiliation Agreement will allow UNR Med to attract the most talented students and medical residents who will then in turn serve the community. Furthermore, through the development of new residency programs in an integrated system, UNR Med and Renown will be able to recruit talented faculty in needed specialties.
- The research principles incorporated in the Affiliation Agreement will promote an expansion of clinical

research.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

A long-standing relationship between UNR Med and Renown Health, established through the Affiliation Agreement has the potential for marked expansion in health care and health education in Nevada, leading to a true academic medical center with expanded clinical practice, clinical teaching and clinical research programs. The Affiliation Agreement provides the structure to accomplish these goals through shared mission and principles. The shared missions of UNR Med and Renown Health under the Affiliation Agreement are:

- Improving patient care quality, developing new clinical services and specialty programs, and increasing access to care for all patients so as to serve the community;
- Creating new clinical training experiences and programs for residents and students;
- Increasing medical school class size;
- Providing patient access to clinical trials and expanding research capabilities of all Parties.

In the Affiliation Agreement, Renown Health and UNR Med will agree to certain guiding principles, which are reflected in the Affiliation Agreement, schedules and exhibits. These are:

- **Long-Term Commitment:** 50-year agreement with checkpoints and termination for extenuating circumstances;
- **Integration:** Integrated operations to limit duplication of roles and responsibilities;
- **Integrated Governance:** UNR President will become a member of the Renown Board of Directors;
- **Clinical and Academic Alignment:** Parties will work together to develop and expand clinical and academic programs that are synergistic and complementary;
- **UNR Public Status:** UNR Med will maintain its status as a state-funded public medical school;
- **Maintenance of Licenses and Accreditations:** The Affiliation will be governed in such a way as to maintain all current accreditations and certifications;
- **Coordination of Strategic Planning:** The Affiliation will provide mechanisms to align strategic plans spanning academic, research and clinical functions;
- **Common Culture and Values:** The Affiliation will develop shared culture and values.

The Affiliation Agreement will provide long term security for the University of Nevada, Reno School of Medicine and ensure that the people of Nevada will be served through the combined efforts of UNR Med and Renown.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

This item is for information. This integration could inhibit partnerships with other hospitals and potential partners and could alienate some portion of the community physician population.

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

This item is for information. The medical school could seek affiliation with another health system or entity, or could forego any new partnerships.

9. RECOMMENDATION FROM THE CHANCELLOR’S OFFICE:

10. 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: _____
- X Fiscal Impact: Yes No _____

Explain: Although this is an information item, the Affiliation Agreement includes various fiscal promises by and between UNR Med and Renown. These are outlined in the attached summary and described in detail in Schedule 8.2 of the Affiliation Agreement, Exhibit A.

AFFILIATION AGREEMENT

BY AND AMONG

RENOWN HEALTH,

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO AND ITS SCHOOL OF
MEDICINE THE UNIVERSITY OF NEVADA, RENO SCHOOL OF MEDICINE,**

AND

**THE UNIVERSITY OF NEVADA, RENO SCHOOL OF MEDICINE INTEGRATED
CLINICAL SERVICES, INC.**

dated as of April 29, 2021

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Exhibit	Description
A	Amended MSAN Articles
B	Amended MSAN Bylaws
C	MSAN Member Practice Agreement
D	Representations and Warranties of ICS/UNR
E	GME Consortium Council Charter
F	Research Enterprise Guiding Principles
G	Philanthropy Guiding Principles
H	Amended and Restated Bylaws of Renown Health

Schedule	Description
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AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (this “Agreement”) is made and entered into as of April 29, 2021, among Renown Health (“Renown”); the Board of Regents of the Nevada System of Higher Education (“NSHE”) on behalf of the University of Nevada, Reno (“UNR”), and its school of medicine, the University of Nevada, Reno School of Medicine (“UNR Med”); and the University of Nevada, Reno School of Medicine Integrated Clinical Services, Inc. doing business as University Health (“ICS” or “University Health”). Renown, UNR, UNR Med and ICS may each be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Renown is northern Nevada’s healthcare leader and Reno’s only locally owned, not-for-profit health system with a network of hospitals, urgent care centers, labs and more than 6,000 doctors, nurses and care providers whose collective mission is to make a genuine difference in the health and well-being of the people and communities served by Renown;

WHEREAS, UNR Med, the first medical school in the state of Nevada, and as a public medical school, provides high quality medical education, research and clinical care in support of its mission to improve the health and well-being of all Nevadans and their communities through excellence in student education and postgraduate training;

WHEREAS, Renown and UNR have determined they can more efficiently advance their shared clinical, research and educational purposes by entering into an affiliation arrangement which will result in the integration of medical education, clinical research and clinical practice activities between UNR Med and Renown (the “Affiliation”);

WHEREAS, Renown and UNR are committed to furthering the Affiliation’s Guiding Principles (as hereinafter defined) through collaborative planning, decision-making and implementation;

WHEREAS, the goal of the Affiliation is an integrated clinical, educational and research relationship with a shared vision, aligned governance, and unified leadership, through combined efforts working towards the unified vision of “A Healthy Nevada.” The Affiliation will share a mission of: improving quality patient care; increasing access to care for all, including creating new clinical specialty programs to serve the community; creating new clinical training experiences for residents and students; providing new patient access to clinical trials; expanding the research capabilities of all Parties; creating new residency specialties; increasing medical school student class sizes; and, recruiting physicians to grow clinical, educational and research programs; and

WHEREAS, this Agreement memorializes the mutual understanding of the Parties with respect to their shared Guiding Principles and such other initiatives as may be identified and agreed upon by the Parties in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 For purposes of this Agreement, unless the context otherwise requires, the following terms shall have the meanings specified below in this Section 1.1:

1.1.1. “Academic Support Payments” has the meaning set forth in Section 8.4.

1.1.2. “ACGME” has the meaning set forth in Section 4.1(j).

1.1.3. “Adjunct Faculty” means members who have unpaid appointments at UNR Med who teach in a classroom environment in the Designated Area.

1.1.4. “Administrative Support Positions” has the meaning set forth in Section 8.2(f).

1.1.5. “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by being the sole or majority corporate member or members, by control of the board, by contract, or otherwise, including those entities affiliated with ICS, UNR, UNR Med or Renown, as set forth on Schedules 1.1(a), (b), (c), and (d), respectively. For purposes of this Agreement, the definition of Affiliate, as it applies to ICS, UNR or UNR Med, expressly excludes Other NSHE Institutions.

1.1.6. “Affiliation Effective Date” shall mean the date this Agreement is approved by NSHE after execution by all Parties.

1.1.7. “Affiliation Funds Flows” has the meaning set forth in Section 8.2.

1.1.8. “Affiliation Oversight Committee” or “AOC” has the meaning set forth in Section 10.1.

1.1.9. “Amended ICS Articles” has the meaning set forth in Section 3.4(a).

1.1.10. “Amended ICS Bylaws” has the meaning set forth in Section 3.4(b).

1.1.11. “Agreement” means this Affiliation Agreement.

- 1.1.12. “Basic Science Departments” has the meaning set forth in Exhibit G.
- 1.1.13. “Basic Science Research” has the meaning set forth in Exhibit G.
- 1.1.14. “Basket” has the meaning set forth in Section 3.9(c)(iii).
- 1.1.15. “Board of Regents” or “BOR” means the Board of Regents of the Nevada System of Higher Education, which governs the University of Nevada, a public entity created by the Constitution of the State of Nevada and which has ultimate and exclusive control and administration over the Nevada System of Higher Education.
- 1.1.16. “Branding Plan” has the meaning set forth in Section 12.1.
- 1.1.17. “Change of Control Transaction” has the meaning set forth in Section 13.4.
- 1.1.18. “Chief Academic Officer” or “CAO” has the meaning set forth in Section 4.1(a).
- 1.1.19. “Clinical Departments” has the meaning set forth in Exhibit G.
- 1.1.20. “Clinical Research” has the meaning set forth in Exhibit G.
- 1.1.21. “Clinical Research Enterprise Guiding Principles” has the meaning set forth in Section 5.1(a).
- 1.1.22. “Clinical Teaching” means the education of students, resident physicians and fellows in conjunction with the provision of medical care to patients in a clinical environment for which payment by the patient, patient’s insurance, governmental programs (Medicare/Medicaid), and/or other payor is intended.
- 1.1.23. “Clinician Faculty Member” means a physician, physician assistant, advanced practice registered nurse, Ph.D., licensed professional or other person who has a clinical role at either Institution, and who is also a Faculty Member of UNR.
- 1.1.24. “Community Faculty” means members who have unpaid appointments at UNR Med who teach in a clinical environment in the Designated Area.
- 1.1.25. “Confidentiality Agreement” means that certain Confidentiality Agreement between the UNR Med and Renown and dated as of January 30, 2017.
- 1.1.26. “Consequential Damages” has the meaning set forth in Section 3.9(c)(i).
- 1.1.27. “Contract” means, with respect to any Person, any contract, agreement, deed, mortgage, lease, license, commitment, promise, undertaking, arrangement or understanding, whether written or oral, or any other document or instrument (including any document or instrument evidencing or otherwise relating to any indebtedness) to which or by which such Person is a party or otherwise subject or bound, or to which or by which any

property, business, operation or right of such Person is subject or bound, and that in any such instance, is enforceable or enforced under Law.

1.1.28. “COVID-19 Funding” has the meaning set forth in Exhibit E.

1.1.29. “Damages” has the meaning set forth in Section 3.9(a).

1.1.30. “Dean/CAO” has the meaning set forth in Section 11.1.

1.1.31. “Designated Area” means the area set forth on Schedule 1.1.30.

1.1.32. “Dispute” or “Disputes” has the meaning set forth in Section 17.1.

1.1.33. “Dispute Notice” has the meaning set forth in Section 17.2.

1.1.34. “Dual Appointment” means an arrangement by which a Faculty Member has an employment relationship with, and receives a paycheck from, both Renown and UNR Med. A Faculty Member may either hold a Dual Appointment, a Joint Faculty Appointment or neither.

1.1.35. “Effective Time Net Cash” has the meaning set forth in Section 3.7.

1.1.36. “Excluded Liabilities” has the meaning set forth in Section 3.5.

1.1.37. “Existing Debt” has the meaning set forth in Section 3.4(h).

1.1.38. “Existing Records” has the meaning set forth in Section 3.4(q).

1.1.39. “Existing Renown Academic Affiliations” has the meaning set forth in Section 7.3.

1.1.40. “Existing UNR Med Clinical Affiliations” has the meaning set forth in Section 7.6(a).

1.1.41. “Existing UNR Insurance Policies” has the meaning set forth in Section 3.9(a)(i).

1.1.42. “Faculty Member” means a physician, physician assistant, advanced practice registered nurse, Ph.D., licensed professional or other person that has a defined role at UNR Med (and holds a faculty appointment at UNR Med regardless of their employment relationship). A Faculty Member may also be a Clinician Faculty Member.

1.1.43. “Federal Health Care Program” has the meaning set forth in at 42 U.S.C. § I320a-7b(f), as amended.

1.1.44. “Final Closing Statement” has the meaning set forth in Section 3.7.

1.1.45. “FTE” means a full-time equivalent unit.

- 1.1.46. “Funding Shortfall” has the meaning set forth in Section 16.2(b)(v).
- 1.1.47. “GME” has the meaning set forth in Section 4.1(h).
- 1.1.48. “Governmental Body” means any governmental or regulatory body, agency, authority, commission, department, bureau, court, tribunal, arbitrator or arbitral body (public or private), or political subdivision, whether federal, state, local, tribal or foreign with jurisdiction over a Party or its business or assets, provided, however, that for the purposes of Article XIII or Article XIV of this Agreement only, NSHE shall not be included in the definition of a “Governmental Body”.
- 1.1.49. “Guiding Principles” has the meaning set forth in Section 2.1.
- 1.1.50. “HIPAA” has the meaning set forth in Section 18.19.
- 1.1.51. “ICS” or “University Health” has the meaning set forth in the opening paragraph.
- 1.1.52. “ICS Operating Agreement” has the meaning set forth in Section 3.4(d).
- 1.1.53. “ICS Subsidiary” or “ICS Subsidiaries” has the meaning set forth in Section 3.1.
- 1.1.54. “Indemnification Insurance” has the meaning set forth in Section 3.4(r).
- 1.1.55. “Initial Board” has the meaning set forth in Section 10.1(a).
- 1.1.56. “Initial Term” has the meaning set forth in Section 16.1(a).
- 1.1.57. “Institution” means either UNR Med and/or Renown.
- 1.1.58. “Integrated Compensation Plan” has the meaning set forth in Section 4.3.
- 1.1.59. “Intercompany Loans” has the meaning set forth in Section 4.1(b).
- 1.1.60. “Joint Faculty Appointment” means an unpaid appointment at UNR Med pursuant to Title 2, Chapter 5, Section 5.4.11 of the NSHE Code and any successor provision.
- 1.1.61. “Law” means, with respect to any Person, any federal, state, local or foreign law (including common law), treaty, statute, code, ordinance, rule, regulation, Permit, license, Order or other requirement or guideline of any court or Governmental Body.
- 1.1.62. “LCME” has the meaning set forth in Section 4.1(b).
- 1.1.63. “Master Affiliation Agreement” has the meaning set forth in Section 3.7.
- 1.1.64. “Material Adverse Effect” means, with respect to any Person, any change, effect, circumstance, event or occurrence, alone or in combination with other similar

matters, (a) that is, or would reasonably be expected to be, materially adverse to the business, assets, liabilities, operations or financial condition of such Person, taken as a whole, or (b) that would materially and adversely affect the ability of such Person to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

1.1.65. “Member Substitution” has the meaning set forth in Section 3.2.

1.1.66. “Member Substitution Closing” has the meaning set forth in Section 3.3.

1.1.67. “Member Substitution Closing Date” has the meaning set forth in Section 3.3.

1.1.68. “Member Substitution Effective Time” has the meaning set forth in Section 3.3.

1.1.69. “Members” has the meaning set forth in Section 10.1(a).

1.1.70. “Member Substitution Effective Time” has the meaning set forth in Section 3.3.

1.1.71. “MSAN” shall mean University of Nevada School of Medicine Multispecialty Group Practice North, Inc, a Nevada nonprofit corporation.

1.1.72. “MSAN Member Practice Agreements” has the meaning set forth in Section 3.4(c).

1.1.73. “MSAS” shall mean University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc.

1.1.74. “Net Working Capital” has the meaning set forth in Section 3.7.

1.1.75. “Net Working Capital Target” has the meaning set forth in Section 3.7.

1.1.76. “New Strategic Undertaking” has the meaning set forth in Section 7.6(a).

1.1.77. “New Strategic Undertaking Review Period” has the meaning set forth in Section 7.6(b).

1.1.78. “NFPRP” shall mean Nevada Family Practice Residency Program, Inc.

1.1.79. “Non-Affiliation Independent Contractor Activities” means an arrangement by which a Faculty Member receives compensation for clinical services directly from a party other than Renown or UNR Med including for those relationships listed in a writing delivered by UNR counsel to Renown counsel within five (5) days of the Affiliation Effective Date.

1.1.80. “NSHE” means the Nevada System of Higher Education as constituted and governed by NRS 396 *et. seq.*

1.1.81. “Offered Employees” has the meaning set forth in Section 3.4(n).

1.1.82. “OHCA” has the meaning set forth in Section 18.19.

1.1.83. “Order” means any judgment, writ, decree, compliance agreement, injunction or judicial or administrative order or legally binding determination from any Governmental Body.

1.1.84. “Other NSHE Institutions” means universities, colleges, schools and/or institutions that are part of the Nevada System of Higher Education, other than the University of Nevada, Reno and the University of Nevada, Reno School of Medicine.

1.1.85. “PA” has the meaning set forth in Section 4.1(h).

1.1.86. “Permit” means any permit, license, franchise, approval, certificate, consent, waiver, concession, exemption, order, registration, notice or other authorization of any Governmental Body necessary for a Person to own, lease and operate its properties and carry on its business as currently conducted.

1.1.87. “Permitted Liens” means (a) Liens for taxes, assessments or other claims not yet delinquent; (b) statutory Liens of landlords and mechanics, and similar Liens arising or incurred in the ordinary course; and, (c) Liens that will be released prior to or as of the Member Substitution Closing Date.

1.1.88. “Person” means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organization. NHSE shall be a “Person” for purposes of interpretation of this Agreement only, notwithstanding the definition of “Person” under NRS 0.039.

1.1.89. “Preliminary Closing Statement” has the meaning set forth in Section 3.7.

1.1.90. “Pharmacy” shall mean University of Nevada School of Medicine Pharmacy, Inc.

1.1.91. “PPP” has the meaning set forth in Section 3.4(h).

1.1.92. “Public Records Act” has the meaning set forth in Section 15.1.

1.1.93. “Renewal Terms” has the meaning set forth in Section 16.1(b).

1.1.94. “Renown Board” shall mean the Board of Directors of Renown.

1.1.95. “Renown Bylaws” has the meaning set forth in Section 9.1(a).

1.1.96. “Renown Designee” has the meaning set forth in Section 17.2(b)(iii).

1.1.97. “Renown Governance Areas” has the meaning set forth in Section 9.1(a).

1.1.98. “Renown Marks” means all of Renown and its Affiliates names and related trademarks and service marks, including, but not limited to, the names “Renown Health” and any variation thereof.

1.1.99. “Renown Members” has the meaning set forth in Section 10.1(a).

1.1.100. “ROFR Notice” has the meaning set forth in Section 7.7(a).

1.1.101. “ROFR Review Period” has the meaning set forth in Section 7.7(b).

1.1.102. “Resident” means a physician enrolled in a residency or fellowship GME program accredited by the ACGME and subject to the Affiliation.

1.1.103. “SBA” has the meaning set forth in Section 3.4(h).

1.1.104. “SBA Procedural Notice” has the meaning set forth in Section 3.4(h).

1.1.105. “Sierra Nevada VA” means the Ioannis A Lougaris Veterans Affairs Medical Center.

1.1.106. “Student” means any student enrolled in an undergraduate, graduate or professional program at UNR, including UNR Med, who is engaging in research, clinical or educational activities within or involving the Affiliation, including medical students, physician assistant students and speech pathology/audiology students.

1.1.107. “Term” has the meaning set forth in Section 16.1(b).

1.1.108. “Third Party Arrangement” has the meaning set forth in Section 7.7(a).

1.1.109. “Trademark License Agreement” has the meaning set forth in Section 12.2.

1.1.110. “Transferred Clinical Operations” has the meaning set forth in Section 3.1.

1.1.111. “Transition Plan” has the meaning set forth in Section 16.3(a).

1.1.112. “UME” has the meaning set forth in Section 4.1(h).

1.1.113. “UNR” is the University of Nevada, Reno, a public land grant University within the Nevada System of Higher Education.

1.1.114. “UNR Governance Areas” has the meaning set forth in Section 9.1(b).

1.1.115. “UNR Marks” means all of UNR and its Affiliates names and related trademarks and service marks.

1.1.116. “UNR Med Current Clinician Faculty” means those physicians, physician assistants, advanced practice registered nurses, Ph.Ds., licensed professionals or other

persons with an employment agreement of 0.5 FTE or higher with UNR Med as of the Effective Date. This term includes those persons being recruited by UNR Med as of the Effective Date that enter into an employment agreement of 0.5 FTE or higher with UNR Med within six (6) months of the Effective Date. In the event that a UNR Med Current Clinician Faculty Member resigns or is terminated after the Effective Date, they will no longer be considered UNR Med Current Clinician Faculty as of the date of resignation and/or termination.

1.1.117. “UNR Members” has the meaning set forth in Section 10.1(a).

1.1.118. “Wind Down Period” has the meaning set forth in Section 16.3(a).

ARTICLE II

AFFILIATION

2.1 Guiding Principles. The Parties recognize that: (a) the healthcare market has proven the superior efficiency and functionality of integrated health systems combining hospital, physician, teaching, research and related health services; (b) given limited resources and the need for innovation and quality, it is important to achieve synergies, economies of scale and avoid duplication of administrative infrastructure and costs between faculty group practices, hospital-based, academic and research institutions; and (c) truly integrated health systems can provide seamless, convenient and high quality patient-centered care to patients. As such, the Parties agree that it is advisable and in the best interests of their respective organizations and the communities they serve to create the Affiliation set forth in this Agreement, and to work in a cooperative and collaborative manner to implement the Affiliation consistent with the Parties' shared charitable and public missions as follows (the "Guiding Principles"):

(a) Long-Term Commitment. The Affiliation is intended to be a long-term commitment among the Parties to collaborate in the transformation of the delivery of healthcare services and creation of healthy communities throughout Nevada.

(b) Integration. The Affiliation will emphasize integrated operations and limit duplication of roles and duties. This means that to the extent practicable, the Parties will integrate staff, departments and facilities so there are seamless operations between UNR Med and Renown. By way of example, but not by limitation, the Parties will integrate clinical operations so that, over time, physicians and other providers within the Affiliation will share the same staff, facilities, reporting and quality metrics and protocols.

(c) Clinical and Academic Alignment. The Parties will work together to develop and expand clinical and academic programs within the Affiliation.

(d) UNR Public Status. UNR Med will maintain its status as a public medical school receiving state support sufficient to support its teaching and research missions.

(e) Maintenance of Licenses and Accreditations. The Affiliation will be governed and operated in a way that maintains all current accreditations including, but not limited to, LCME (as hereinafter defined), ACGME (as hereinafter defined), the Accreditation Review Commission on Education for the Physician Assistant, Inc., the Joint Commission, the American College of Surgeons, CLIA, and other state and local licenses and accreditations, as applicable.

(f) Coordination and Strategic Planning. The Affiliation will develop aligned strategic plans spanning academic, research, and clinical functions across Renown and UNR Med, to support the Affiliation.

(g) Common Culture and Values. The Affiliation will develop shared culture and values to promote trust, transparency, respect, diversity, inclusivity, and accountability at all levels. The Affiliation will be a learning organization and clinical services will emphasize compassionate patient care.

2.2 Integration and Structure. The Affiliation will be effectuated through the integration of clinical, administrative, research and educational components of the Parties in the Designated Area through the commitments and transactions described herein.

2.3 Existing Arrangements Between the Parties. The Parties have entered into certain existing affiliations and arrangements prior to the Affiliation Effective Date of this Agreement which are set forth on Schedule 2.3 (the “Existing Arrangements”). After the Affiliation Effective Date, the Parties shall endeavor to integrate the Existing Arrangements into the Affiliation, which may include termination or modification thereof.

2.4 Management. Subject to the terms and conditions of this Agreement, the Affiliation shall be managed such that (a) Renown will have oversight and responsibility over all clinical activities of the Parties in the Designated Area, including Clinical Research (as hereinafter defined and subject to Article V of this Agreement), and (b) UNR will have oversight and responsibility over academic activities associated with the Affiliation, including Basic Science Research and certain other areas set forth on Schedule 2.4. The Parties will coordinate to achieve seamless alignment across management functions and will continue efforts at integration across Affiliation activities as provided herein.

2.5 Strategic Initiatives. The Parties will collaborate in exploring and developing Affiliation opportunities and initiatives that the Parties may elect to implement in furtherance of the Guiding Principles. The Parties shall prioritize the development of such initiatives, such as increasing the class size of the LCME and physician assistant programs and increasing teaching capacity at Renown.

2.6 Separate but Coordinated Policies. Each Party shall require that its employed or contracted personnel comply with the governing documents, policies and decisions of its governing body. With respect to Affiliation activities, the Parties shall initially follow their own policies and will work towards creating mutual policies for the Affiliation as promptly as practicable after the Affiliation Effective Date.

2.7 Sharing of Information. Except to the extent precluded by law, including the Nevada Public Records Act, or contract, the Parties will make available to one another routinely (under a legally-compliant process to be agreed upon as soon as practicable after the Affiliation Effective Date), or as may otherwise lawfully and reasonably be requested by a Party, appropriate information needed to coordinate their related functions with respect to the Affiliation (including information needed to establish effort distribution or effort reporting as to research or information needed to meet accreditation and external reporting requirements). Faculty Member Personnel information related to Faculty Members may only be shared in accordance with the policies and procedures of UNR and in accordance with Section 5.6.2 of the NSHE Code, provided however that upon the hiring of Faculty Members and Current UNR Clinician Faculty or transition of Faculty Members to Dual Appointments, the Parties shall use commercially reasonable efforts to include in employee onboarding forms a request for permission from each Faculty Member to consent to appropriate information sharing. Information exchange referred to herein is for purposes of complying with external regulatory requirements and for ensuring compliance with the Parties’ agreements. The Parties shall not discuss with, or provide nonpublic information to, any third party concerning this Agreement or the Affiliation unless otherwise in accordance with the Confidentiality Agreement, as may be amended or updated from time-to-time.

2.8 Excluded Services. UNR and UNR Med shall retain those duties required by statute, including, but not limited to, supervision of the Nevada State Public Health Lab, Office of Statewide Initiates, the Nevada Health Service Corps and activities related to UNR Student Health. UNR Med may address these duties in any manner permitted by Law.

ARTICLE III

TRANSFER OF CLINICAL ASSETS.

3.1 ICS; Transferred Clinical Operations. ICS, also known as University Health, provides clinical support for UNR Med's mission and owns or leases, either directly or through its subsidiaries, the clinical operations supporting UNR Med (the "Transferred Clinical Operations"). Prior to the Member Substitution Effective Time (as defined below), ICS is or will be the sole corporate member of MSAN, MSAS, Pharmacy and NFPRP (each, an "ICS Subsidiary" and collectively, the "ICS Subsidiaries"). Effective as of the Member Substitution Effective Time (as defined below) and as a part of the transaction described in this Article III, Renown or its Affiliate will acquire the Transferred Clinical Operations as follows: (a) ICS shall transfer its assets and operations to MSAN by merger or such other form of transfer as mutually agreed by the Parties, and (b) Renown or an Affiliate of Renown shall become the sole corporate member of MSAN; the other ICS Subsidiaries will not transfer to Renown.

3.2 Transfer of Assets and Operations of ICS to MSAN; Acquisition of MSAN by Renown; Member Substitution. Effective as of the Member Substitution Effective Time, and subject to the terms and conditions of this Agreement, ICS shall transfer its assets and operations to MSAN by merger or such other form of transfer as mutually agreed by the Parties, and MSAN shall become a fully functioning part of Renown as a direct subsidiary of Renown or its Affiliate, and Renown or one of its Affiliates shall become the sole corporate member of MSAN in accordance with the Nevada Nonprofit Corporations Act. After the Member Substitution Effective Time, MSAS, Pharmacy and NFPRP will no longer be subsidiaries of ICS. The transactions described in this Section 3.2 are collectively the "Member Substitution."

3.3 Member Substitution Closing. Subject to the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified in Section 3.4 hereof, the consummation of the Member Substitution ("Member Substitution Closing") shall take place following the date on which all conditions precedent required herein to the Member Substitution Closing are satisfied or waived. The Parties shall use their respective commercially reasonable efforts to cause the Member Substitution Closing to occur on a date (the "Member Substitution Closing Date"), as soon as practicable immediately following the date on which all conditions precedent have been satisfied or waived. The Member Substitution Closing shall take place at a location agreed upon by the Parties. The Member Substitution Closing with respect to the Parties shall be deemed to have occurred and be effective as between the Parties as of 12:01 a.m. Pacific Time on the date immediately after the Member Substitution Closing Date, or such other date and time thereafter established by the Parties (the "Member Substitution Effective Time").

3.4 Conditions to Closing. To accomplish the Member Substitution, effective at the Member Substitution Effective Time and as a condition to Member Substitution Closing, the following shall occur:

(a) Amendment of MSAN Articles of Incorporation. MSAN shall amend and restate its Articles of Incorporation substantially in the form attached hereto as Exhibit A (the “Amended MSAN Articles”), designating Renown or one of its Affiliates as MSAN’s sole corporate member, thereby transferring to Renown control of MSAN’s right, title and interest in and to the assets and properties used in connection with the clinical operations of ICS and UNR Med, except for those rights reserved to the individual Clinician Faculty Members of ICS under Nevada law and/or the MSAN Member Practice Agreement.

(b) Amendment of MSAN Bylaws. MSAN shall amend and restate its Corporate Bylaws substantially in the form attached hereto as Exhibit B (the “Amended MSAN Bylaws”).

(c) Amendment and Assignment of Existing Member Practice Agreements. ICS has certain members who are UNR Med Faculty Members, each of whom had previously entered into a member practice agreement with ICS, which member practice agreement sets forth certain terms and conditions of their membership in ICS, as well as the rights and obligations of such Faculty Members to provide clinical services on behalf of ICS as employees of UNR Med. As part of the Member Substitution, the Parties shall amend those member practice agreements in place as of the Member Substitution Closing Date to be with MSAN in the form attached hereto as Exhibit C (the “MSAN Member Practice Agreement”), provided, however, that any rights of such UNR Med Faculty Members under any existing or previous member practice agreement shall not be created, renewed or extended. Those Clinician Faculty Members holding valid member practice agreements with ICS on the Member Substitution Closing Date shall remain as individual members of MSAN with the rights provided in the MSAN Member Practice Agreement. Future member practice agreements after the Member Substitution Closing Date may be in a form as determined by MSAN/Renown in its sole discretion.

(d) Termination of Existing Operating Agreement. ICS and UNR will terminate, with the approval of the Board of Regents, the current Operating Agreement by and among ICS, UNR, MSAN, MSAS and NFPRP dated as of October 7, 2008 (“ICS Operating Agreement”) and replace it with the Clinical Services Agreement described in Section 3.4(k). By approval of this Agreement, the Board of Regents hereby consents to and approves the termination of the ICS Operating Agreement and approves UNR’s entry into the Clinical Services Agreement as described herein.

(e) Corporate Actions. The Boards of Directors of ICS and MSAN shall take all necessary actions and adopt all necessary resolutions to transfer the Transferred Clinical Operations to MSAN and amend and/or restate the Articles of Incorporation, Bylaws, and MSAN Member Practice Agreements as set forth herein, and all necessary actions to effectuate the Member Substitution as contemplated herein. All such actions shall be approved by the Boards of Directors of ICS and MSAN in advance and prior to the Member Substitution Closing Date.

(f) Resignation of ICS Officers and Directors. Each member of the then Board of Directors of ICS and MSAN, respectively, and each officer of ICS and MSAN, respectively, shall resign their positions unless otherwise agreed upon by Renown, and new officers and Directors shall be appointed by Renown in accordance with the Amended and Restated Bylaws of ICS and MSAN.

(g) Satisfaction of Intercompany Loans. ICS and MSAN shall have satisfied, defeased or otherwise discharged the intercompany debt listed on Schedule 3.4(g) (the “Intercompany Loans”).

(h) Satisfaction of SBA Loans. With respect to any loans or grants from the Small Business Association (“SBA”) received by ICS or MSAN, prior to the Member Substitution Closing Date, ICS or MSAN, as applicable, shall have satisfied all applicable requirements under the SBA Loan Program Requirements, as defined in 13 CFR 120.10, for any Paycheck Protection Program (“PPP”) loans or grants and other disaster relief funding, required of a borrower prior to a change of control of such borrower, including but not limited to those requirements set forth in the SBA Procedural Notice dated as of October 2, 2020 (the “SBA Procedural Notice”): (i) repaying such PPP loan in full, or (ii) completing the loan forgiveness process in accordance with the PPP requirements and establishing an escrow account according to the requirements of the SBA Procedural Notice. All such SBA loans, together with the Intercompany Debt are the “Existing Debt.”

(i) Satisfaction of Outstanding Obligations. ICS and MSAN shall have satisfied or otherwise discharged the outstanding liabilities listed on Schedule 3.4(i) (which shall include the cost of the representations and warranties insurance described in Section 3.9(a)(i)).

(j) ICS Subsidiaries. ICS shall amend and restate the Articles of Incorporation and Bylaws of each ICS Subsidiary, such that effective as of the Member Substitution Effective Time, ICS shall no longer be the sole corporate member of any ICS Subsidiary, and Renown or its Affiliate shall instead become the sole corporate member of MSAN as provided herein. In addition, ICS and its Affiliates shall take all necessary action to terminate ICS’s membership or other rights with respect to MSAS, Pharmacy and NFPRP, and ICS shall cease to have any obligations or liabilities with respect to such entities.

(k) Clinical Services Agreement. MSAN and UNR Med shall enter into a mutually agreeable Clinical Services Agreement such that the UNR Med Current Clinician Faculty Members who are employed by UNR Med shall continue to provide clinical services on behalf of MSAN to Renown in support of the Affiliation. The Clinical Services Agreement will also provide for MSAN financial support for the salaries, benefits and malpractice insurance costs of the UNR Med Current Clinician Faculty Members who are employed by UNR Med and who continue to provide clinical services on behalf of MSAN/Renown, with reimbursement in proportion to each UNR Med Current Clinician Faculty Members’ clinical FTE.

(l) Payor Agreement Notices. ICS or MSAN, whichever the case may be, shall have delivered notices to the appropriate parties for the payor agreements set forth on Schedule 3.4(l).

(m) Clinic Leased Space. Set forth on Schedule 3.4(m) hereto, are certain clinic space lease arrangements in place between ICS, UNR Med or its Affiliates, which shall, as of the Member Substitution Effective Time, be reflected in new lease arrangements in a form mutually agreed by the Parties for fair market value rent between UNR and MSAN, or other parties, as applicable.

(n) Continued Employment of Current ICS Staff. Each active employee of ICS in good standing with ICS, and each active employee of UNR Med that has been mutually agreed on by the Parties as transferring with ICS and MSAN as a result of the Member Substitution, as of the Member Substitution Closing Date (the “Offered Employees”), shall be offered, subject to Renown’s pre-employment screening requirements, employment by Renown as of the Member Substitution Effective Time, provided, however, that if such employee is otherwise excluded from Renown employment based on existing Renown policy or history, Renown shall not be obligated to make an offer to such employee and the determination of whether to provide such employee an offer shall instead be determined by human resource leaders at UNR Med and Renown. The Offered Employees will be offered roles at Renown in the same or equivalent positions (consistent with Renown’s clinical and non-clinical structure) at compensation substantially similar to the compensation paid to the Offered Employees by ICS prior to the Member Substitution Closing Date, and with employee benefits commensurate with those provided to similarly situated employees of Renown and its Affiliates. Each Offered Employee shall be eligible to participate, without any waiting period, in each employee benefit plan sponsored, maintained or contributed to by Renown or any of its Affiliates that is a welfare benefit plan within the meaning of Section 3(1) of ERISA in accordance with the terms of such plans. All Offered Employees will be subject to Renown’s usual and customary personnel policies and procedures, subject to a process mutually agreed to by and between MSAN and Renown. Provided however, in the case of any reduction in force undertaken by Renown, Renown agrees that the Offered Employee shall not be disproportionately affected by such reduction in force.

(o) ICS Employee Benefit Plans. ICS shall wind down the employee benefit plans of ICS set forth on Schedule 3.4(o) at least one Business Day prior to the Member Substitution Effective Time or as otherwise mutually agreed by Renown and ICS in accordance with applicable law.

(p) Medicaid Managed Care Agreements. Renown shall cause MSAN, or any successor to MSAN, to continue to keep in place and participate in the Medicaid Managed Care Contracts set forth on Schedule 3.4(p) for at least a period of four (4) years following the Member Substitution Closing Date.

(q) Existing Business and Medical Records/EMR Access. After the Member Substitution Effective Date, MSAN shall retain ownership of, and responsibility for, the business records of ICS and MSAN and the medical records of ICS’ and MSAN’s patients (collectively, the “Existing Records”), excluding the records of MSAS, NFPRP and Pharmacy. Any transfer of the Existing Records will be in accordance with applicable Law. Renown will maintain electronic health records and IT infrastructure at MSAN clinic sites as it does with all Renown Medical Group clinic sites. The implementation schedule may be modified in the future to take into account such extensions and modifications as Renown may deem necessary to facilitate integration in the best interests of the clinical operations of the Affiliation.

(r) Indemnification Insurance. ICS shall have purchased, to the satisfaction of Renown, representations and warranties insurance or other alternative insurance approved by Renown in its sole discretion to meet the obligations described in Section 3.9(a)(i) of this Agreement (the “Indemnification Insurance”). Such Indemnification Insurance may be tail coverage or other policies directed and approved by Renown and paid for by ICS, and shall be

included as a liability on ICS' balance sheet for purposes of the Net Working Capital calculation described in Section 3.7.

3.5 Excluded Liabilities. Except for the accounts payable and accrued payroll and employee related expenses that are included in the expenses set forth on Schedule 3.5, Renown shall not assume any obligations or liabilities (contingent or absolute, and whether or not determinable as of the Member Substitution Closing Date) of ICS, MSAN or any of the ICS Subsidiaries or otherwise arising from or relating to the Transferred Clinical Operations arising prior to the Member Substitution Effective Time, whether such liabilities relate to payment, performance or otherwise (the "Excluded Liabilities"). For purposes of clarification and without limiting the foregoing, Renown shall not assume hereunder any liability for any act giving rise to professional liability that relates to events that occur prior to the Member Substitution Effective Time, and any such liability shall be considered an Excluded Liability. ICS hereby irrevocably and unconditionally waives and releases Renown from such Excluded Liabilities, including any liabilities created by statute or common law.

3.6 Consideration. As consideration for UNR's entry into the Affiliation, ICS' and MSAN's conveyance of the Transferred Clinical Operations to Renown and UNR Med's resulting assignment of its rights as beneficiary to ICS' assets as a result of such conveyance of the Transferred Clinical Operations to Renown, Renown shall make the financial, operational and other commitments described herein in furtherance of the Affiliation's growth and mission. In addition, Renown shall designate the Dean of UNR Med as Renown's Chief Academic Officer, and appoint the UNR President to serve as an *ex officio*, voting member of the Renown Board of Directors as described in Article IX (Governance), in each case effective as of the Affiliation Effective Date.

3.7 Net Working Capital. As of the Member Substitution Effective Time, ICS shall have Net Working Capital (as defined below) that is at least zero dollars (\$0.00) (the "Net Working Capital Target"). If, as of the Member Substitution Effective Time, (a) the Net Working Capital is more than the Net Working Capital Target, the excess amount shall transfer to Renown as Effective Time Net Cash as defined below; or (b) if the Net Working Capital is less than the Net Working Capital Target, the difference shall be set off against amounts payable by Renown to UNR pursuant to that certain Graduate Medical Education Master Affiliation Agreement ("Master Affiliation Agreement") by the Parties dated as of July 1, 2019.

After the Member Substitution Effective Time, Renown shall hold ICS's net cash for the benefit of Renown, which net cash is defined as all cash and investments of ICS as of the Member Substitution Effective Time *minus* the Net Working Capital amount, such remainder, the "Effective Time Net Cash", which Effective Time Net Cash shall be used solely in Renown's discretion. For the purposes of this Section 3.7, "Net Working Capital" shall mean the difference, as of the Member Substitution Effective Time, between (i) the aggregate value of current assets on the balance sheet of ICS and MSAN and (ii) the aggregate value of current liabilities on the balance sheet of ICS and MSAN, in each case, prepared in accordance with GAAP, as reflected in a preliminary closing statement agreed to by ICS and Renown prepared five (5) days prior to the Member Substitution Effective Time (the "Preliminary Closing Statement"). Within sixty (60) calendar days after the Member Substitution Effective Time, UNR shall provide Renown the final unaudited balance sheet of ICS as of the Member Substitution Effective Time, which shall include a calculation of the Net Working Capital as of the Member Substitution Effective Time, and the Parties shall prepare a final

Closing Statement (the “Final Closing Statement”). To the extent there are any changes to the calculation of Effective Time Net Cash as of the Member Substitution Effective Time set forth in the Final Closing Statement, the Parties shall make corresponding payments and adjustments to reflect such final calculation.

3.8 Representations and Warranties of the Parties. As of the Affiliation Effective Date, and again as of the Member Substitution Closing Date, the Parties represent and warrant on behalf of themselves, as applicable, the items set forth in Exhibit D, Article XIII and Article XIV.

3.9 Indemnification. For the purposes of this Section 3.9 only, “ICS Indemnifying Party” shall mean ICS prior to the Member Substitution Effective Time and MSAN after the Member Substitution Effective Time, such that any indemnification obligations hereunder of ICS shall transfer to MSAN after the Member Substitution Effective Time, including pursuant to the representations and warranties insurance described in Section 3.9(a)(i).

(a) Indemnification by ICS Indemnifying Party. As a material condition of Renown’s willingness to provide the consideration set forth herein, ICS Indemnifying Party shall keep and save Renown, and Renown’s Affiliates, directors, officers, employees, agents and other representatives, forever harmless from and shall indemnify and defend Renown and such other indemnitees against any and all actions, awards, suits, proceedings, obligations, judgments, liabilities, penalties, interest, violations, fees, fines, claims, losses, costs, demands, direct damages, deficiencies, liens, encumbrances and expenses including reasonable attorneys’ fees (collectively, “Damages”), to the extent connected with or arising or resulting from (i) any breach of any representation or warranty of ICS or MSAN under this Agreement, (ii) any breach or default by ICS or MSAN of any covenant or agreement of ICS or MSAN under this Agreement, or (iii) the fraud, negligence or willful misconduct of ICS or MSAN, or its directors, trustees, officers, employees, agents and other representatives; or (iv) the Excluded Liabilities.

(i) Sources of Funds. Indemnification by ICS Indemnifying Party, including any obligations arising out of the Excluded Liabilities, shall be provided by ICS Indemnifying Party drawing from funding sources in the order of application as follows: (1) first, for any Damages claimed by Renown, or facts or circumstances which arise out of the same or similar facts or circumstances of claimed Damages of Renown, for which UNR has insurance coverage in place (which coverage is purchased by UNR and/or NSHE) as of the Affiliation Effective Date as set forth on Schedule 3.9(a)(i) (“Existing UNR Insurance Policies”), to provide payment for and coordinate the defense and indemnity of ICS Indemnifying Party as provided for and subject to the limitations in the Existing UNR Insurance Policies or, where such Existing UNR Insurance Policy issues any proceeds to UNR to cover the Damages, in whole or in part, UNR shall be obligated within thirty (30) days of receipt of such proceeds to use such proceeds to pay any judgement or settlement covered in whole or in part by the Existing UNR Insurance Policies or, to the extent permitted by applicable law, convey such proceeds to Renown. If any of the Existing UNR Insurance Policies are cancelled or terminated prior to the statute of limitations for any of the representations, warranties, covenants and the Excluded Liabilities under this Agreement, then UNR shall purchase tail coverage and, if possible, name Renown as an additional beneficiary; (2) secondly, for any indemnification claims by Renown not covered by Section 3.9(a)(i)(1), Renown may collect against the Indemnification Insurance, to be purchased by ICS with Renown named as the beneficiary.

(b) Indemnification by Renown. As a material condition of NSHE's willingness to enter into this Agreement and UNR Med's approval of the Member Substitution, Renown shall keep and save the Board of Regents of the Nevada System of Higher Education on behalf of UNR and UNR Med, and its directors, trustees, officers, employees, agents and other representatives, forever harmless from and shall indemnify and defend UNR Med and such other indemnitees against any and all Damages connected with or arising or resulting from (i) any breach of any representation or warranty of Renown under this Agreement, (ii) any breach or default by Renown of any covenant or agreement of Renown under this Agreement, (iii) any Damages arising out of the Transferred Clinical Operations arising after the Member Substitution Effective Time, or (iii) the fraud, negligence or willful misconduct of Renown, or its directors, trustees, officers, employees, agents and other representatives.

(c) Indemnification Limitations. Notwithstanding any provision to the contrary contained in this Agreement, the following limits to the indemnity obligations of each Party shall apply, except the limitations set forth herein shall not apply to any obligations arising out of Section 3.9(a)(iv) (the Excluded Liabilities):

(i) no claim for indemnification shall be made to the extent such claim seeks Damages which are indirect, incidental or consequential in nature (as opposed to direct), including, without limitation, loss of future revenue or income or loss of business reputation or opportunity (collectively, "Consequential Damages"); provided, however, the limitation contained in this Section 3.9(c)(i) shall not apply to the extent of any payments which the indemnified Party is required to make to a third party which are in the nature of Consequential Damages.

(ii) the representations and warranties contained in this Section 3.9, Article XIII, Article XIV, and Exhibit D shall survive the Member Substitution Effective Time and shall remain in full force and effect until the expiration of the applicable statute of limitations for such representations and warranties.

(iii) Neither ICS Indemnifying Party nor Renown will have any obligation to indemnify the other Party from and against any Damages arising out of or resulting from Sections 3.9(a) or (b) unless and until the aggregate amount of Damages for any and all claims arising out of or resulting such Damages exceeds One Hundred Thousand Dollars (\$100,000) (the "Basket"), provided that once the aggregate amount of such Damages is equal to or exceeds the Basket, ICS Indemnifying Party or Renown, as applicable, may seek indemnification from the other Party, and the other Party shall be liable for the entire amount of such Damages (including the amount of the Basket);

3.10 Standstill. Until the Member Substitution Closing Date, ICS shall not, and shall not permit MSAN to, without the prior written approval of Renown, which approval may be withheld or granted in Renown's reasonable discretion: (a) offer for sale or lease all or enter into any affiliation, services agreement or other material transaction with respect to ICS, MSAN or their respective assets; (b) solicit offers to buy, lease or transfer any of its assets or any ownership interest in ICS, MSAN or their respective assets; (c) hold discussions with any party (other than Renown) with respect to any such offer or that would be reasonably likely to prevent or delay the consummation of the conveyance of ICS and MSAN to Renown or otherwise be inconsistent with the terms of this Agreement; or

(d) enter into any agreement with any party (other than Renown) with respect to any such offer. For purposes of this Section, ICS shall include the UNR Med Current Clinician Faculty.

3.11 Conduct of Business Prior to the Member Substitution Closing Date. On and after the Affiliation Effective Date and prior to the Member Substitution Closing Date, and except as consented to or approved by Renown in writing or as specifically permitted, required, contemplated or otherwise provided for by this Agreement or applicable Law, ICS and MSAN shall operate in the ordinary course of business, not make any transfers of their respective assets to UNR/UNR Med or an Affiliate thereof, except as payment for an existing debt or obligation described in the Preliminary Closing Statement, and not make any material change in personnel, operations, real or personal property, finance or accounting policies (unless ICS or MSAN is required by law to adopt such changes (with respect to finance or accounting policies); maintain and preserve its business organizations and workforce intact; and maintain their relationships with physicians, patients, suppliers, customers and others with which they have business relationships.

ARTICLE IV

ACADEMIC AFFILIATION

4.1 Academic Mission. It is the intent of the Parties that the academic mission of the Affiliation include the following aspects, which shall include the exclusivity provisions set forth in Article VII hereof:

(a) Academic Oversight. UNR Med shall be the primary decision maker for the Affiliation with respect to academic opportunities that are within the scope of UNR Governance Areas. The Dean/Chief Academic Officer (“CAO”) shall have oversight over the academic mission of the Affiliation, subject to the rights of Renown and the governance and other processes set forth in Article XI.

(b) Accredited Medical School. Throughout the Term of this Agreement, UNR Board, NSHE and UNR Med shall maintain and fund (under the terms hereof) an Undergraduate Medical Education (“UME”) program that is accredited by Liaison Committee on Medical Education (“LCME”), with high quality M.D./Ph.D., M.D./M.B.A., and M.D./M.P.H. programs, a physician assistant training program accredited by ARC-PA, and undergraduate and graduate programs in speech-language pathology and audiology, including programs accredited by the American Speech-Language-Hearing Association and the Council on Academic Accreditation in Audiology and Speech-Language Pathology, all of which shall recruit and train students of high caliber. For all such programs, Renown shall use commercially reasonable efforts to assist and cooperate with UNR to support and maintain accreditation of the programs, with Renown acknowledging that maintaining continued accreditation of all such programs is a goal of the Affiliation.

(c) Academic Responsibility of UNR Med. While collaborating with Renown as described here, UNR Med shall retain responsibility over all traditional matters of academic administration, which includes the establishment of standards and requirements for student admission, development of the curriculum, standards for faculty appointment and advancement,

and requirements for student matriculation, advancement, financial aid, conduct, grading and graduation.

(d) UNR Med Tuition and Fees. Tuition and fees for medical education and other clinical and professional degree programs at UNR Med shall be set by UNR, subject to the approval process established by the Board of Regents.

(e) Non-Clinical Instruction. Responsibility and oversight for non-clinical instruction within the Affiliation for the subject areas listed on Schedule 4.1(e) shall remain with UNR Med. From and after the Affiliation Effective Date, the Dean/CAO, reporting to the President of UNR, shall have primary responsibility for overseeing such non-clinical instruction and student services functions within the UNR Med structure.

(f) Clinical Instruction. Subject to Section 4.1(c), Responsibility and oversight for clinical instruction within the Affiliation for the subject areas listed on Schedule 4.1(f) shall transfer to Renown, under the supervision of the Dean/Chief Academic Officer, reporting to the CEO of Renown, as of the Affiliation Effective Date, subject to the terms and conditions of this Agreement.

(g) Consultation on Instruction. Notwithstanding the responsibility for oversight of Non-Clinical and Clinical Instruction set forth in Sections 4.1(e) and 4.1(f), Renown and UNR Med agree to communicate and consult with each other in good faith regarding matters related to instruction of students.

(h) Undergraduate Medical Education Program. On a mutually agreed plan and timeline after the Affiliation Effective Date and subject to the availability of resources, Renown shall use commercially reasonable efforts to increase the number of teaching opportunities to ensure that clerkships and electives are available for UNR Med Undergraduate Medical Education (“UME”) Medical Students and Physician Assistant (“PA”) students and, as applicable, Speech Pathology/Audiology Students.

(i) Class Size. The Parties shall create a strategic plan to determine how to increase class sizes of the UNR Med and physician assistant program based on the availability of Clinical Teaching slots and other relevant factors to increasing the class size, including, resources to support an increase in administrative and curricular functions. Such changes in matriculation, including increases or decreases in UME class sizes over ten percent (10%), and stipend levels at UNR Med for programs supported by UNR Med faculty employed or leased by or otherwise providing services to Renown, shall require consultation with and approval by Renown prior to implementation. Changes to the sizes of the GME programs at UNR Med are subject to the processes governed by the GME Consortium. In addition, the Parties agree to the following, consistent with the requirement of the LCME:

(i) UNR Med Responsibilities.

(1) UNR Med will have authority over the standards for selection of Students, curriculum, grading and Student evaluation, and other core components of the academic program.

(2) UNR Med will be responsible for the appointment and assignment of faculty to the UME program, and for all such faculty with roles in the UME program, accountability for such roles will rest with the Dean/CAO of UNR Med.

(3) In accordance with the duties of UNR Med in Section 4.1(c), UNR Med will have overall responsibility for developing and supervising the design, delivery, quality and curriculum of the medical education program and for ensuring its effective implementation.

(4) UNR Med will conduct customary pre-assignment physical/public health screenings of Students.

(5) UNR Med will assign to Renown facilities only those Students who are qualified based on criteria agreed to by the Parties and who have completed the appropriate academic prerequisites.

(6) UNR Med will support Renown's oversight of the Affiliation's clinical education and training programs, and the Dean/CAO shall serve as the liaison with Renown for such purposes. The Dean/CAO will be responsible for planning, coordination and evaluation of all Student clinical education assignments and sites within the Affiliation.

(7) In accordance with applicable accreditation standards, UNR Med will review and confer with Renown to confirm that assigned hospitals/sites have available sufficient resources (including access to medical library or online web-based resources) to achieve an effective clinical experience for the Students.

(8) UNR Med will provide Renown with educational objectives and evaluation forms for each clinical education assignment.

(9) UNR Med will advise Students assigned to Renown facilities (or other affiliated facilities or sites) of their obligations to: comply with UNR Med and Renown policies; comply with applicable law, with facility policies and rules, and with the legal and professional standards for protection of confidential patient and facility information; submit to public health screening and measures appropriate to the setting and role; and meet other appropriate professional obligations.

(10) UNR Med will be responsible for assigning final grades to Students.

(11) UNR Med will manage Student registration, scholarship fund administration, and tuition collection.

(12) UNR Med will administer the UNR Med-related scholarship programs, financial aid programs, veterans' education benefits and other such programs.

(13) UNR Med will fund and maintain a robust array of Basic Science Departments (as hereinafter defined).

(14) Subject to the provisions of the GME Consortium Charter (see Section 4.1(j)) and if applicable, the Master Affiliation Agreement, UNR Med will administer and fulfill the requirements of the Sponsoring Institution for the GME programs operated between the Institutions.

(15) Subject to Article XII, UNR Med will be responsible for and manage the branding, marketing and communications programs for Students.

(ii) Renown Responsibilities.

(1) Renown acknowledges its commitments under the Master Affiliation Agreement, and to the extent that the GME programs operated between the Institutions continue or change to reflect this Affiliation after the Affiliation Effective Date, subject to the recommendations and oversight of the GME Consortium Council, Renown shall provide mutually-agreed GME program training for the Residents under this Agreement, recognizing that expanding GME is a key goal of the Affiliation.

(2) Renown will provide a safe working environment for all Students.

(3) Renown will grant, subject to Renown's Medical Staff Bylaws, to persons meeting Renown's standards under such Medical Staff Bylaws, clinical privileges to UNR Med faculty members sufficient to provide effective clinical supervision and instruction of Students. Renown reserves the right to remove a Student from or terminate clinical privileges of UNR Med faculty members at a Renown facility or site for cause.

(4) Renown will collaborate with UNR Med in monitoring and responding to Student complaints of mistreatment, unprofessional conduct, discrimination, or inappropriate behavior and in taking appropriate corrective actions if warranted.

(5) Renown will use commercially reasonable efforts to provide each Student with an orientation, and a copy of, or online access to, applicable rules and policies relevant to the Student's activities.

(6) Renown will use commercially reasonable efforts to ensure that any Renown employed providers engaging in academic activities as part of the Affiliation obtain the appropriate faculty appointments from UNR Med.

(7) Renown will use commercially reasonable efforts to ensure that it meets the applicable requirements for accreditation of UNR Med education programs training at Renown that are mutually agreed by the Parties.

(8) To the extent applicable to student records held in Renown's possession, Renown will comply with the Family Educational Rights and Privacy Act ("FERPA").

(iii) Joint UNR Med/Renown Responsibilities.

(1) UNR Med and Renown will have responsibility, and will work out effective means, to ensure a positive learning environment for the development of appropriate skills and professionalism in Students.

(2) UNR Med and Renown will ensure that Students have access to sufficient resources (facilities, support services, access to medical library or online resources) for an effective learning environment, in accordance with applicable accreditation standards.

(3) UNR Med and Renown will jointly determine the number of Students to be assigned to particular hospital facilities and ambulatory care sites for clinical educational experiences.

(4) UNR Med and Renown will jointly establish objectives for the clinical education program and methods to implement and achieve them, provided that UNR Med shall ultimately be accountable for such academic matters, including curriculum and learning objectives. UNR Med and Renown may, either by mutual election or as required by applicable accreditation standards, enter into separate agreements regarding the clinical learning environment and objectives for the clinical education program.

(5) UNR Med and Renown share responsibility for ensuring that the formal and informal curriculum and the learning environment promote the development of proper professional attributes in Students.

(6) Neither Party shall discriminate against any Student on the basis of a protected class under state or federal law.

(j) Graduate Medical Education Program. In furtherance of the Affiliation, Renown and UNR Med shall, after the Affiliation Effective Date, form a Graduate Medical Education (“GME”) Consortium to oversee the strategic direction of all GME programs of the Affiliation, as mutually agreed and in compliance with applicable law and Accreditation Council for Graduate Medical Education (“ACGME”) requirements, pursuant to the GME Consortium Charter attached hereto as Exhibit E.

(i) DME; IME. After the Affiliation Effective Date, Renown will be entitled to receive all direct medical education payments, all indirect medical education adjustments to payments, and all applicable training grants from the Health Resources and Services Administration or others, as each is determined by the GME Consortium Council. The GME Consortium Council will ensure compliance with any governmental use restrictions on any such funds.

4.2 Employed Providers. The goal of the Affiliation is to transition the UNR employed physicians and other providers to an integrated employment model. To that end, employed physicians, whether they provide services at UNR Med or Renown or both, shall be employed by Renown Health for their clinical work and receive Academic Appointments as set forth in this Section, unless there are specific agreed upon exceptions to this model or as identified herein, and that the parties will integrate Academic Appointment titling as identified herein.

(a) Academic Appointments. Subject to Section 4.2(d)(iii) below, Renown employed physicians shall be eligible to receive academic appointments at UNR Med, to the extent such physicians are not already appointed as Faculty Members. Each such appointment shall be conditioned upon the Renown employed physician satisfying, and continuing to satisfy, the qualifications of an academic appointment at UNR Med, as reasonably determined by the Dean/CAO, in good faith consultation with the CEO of Renown. Following the Affiliation Effective Date, Renown and UNR Med will jointly develop, through collaboration of the Dean/Chief Academic Officer, the President of UNR and the CEO of Renown Health, proposed amendments to the Nevada System of Higher Education Handbook to establish a unified academic faculty track and title series reflecting integration of the academic missions, academic expectations and standards, institutional culture and roles among all UNR Med employed faculty, Renown employed faculty and Dual Appointed faculty. Except as may otherwise be agreed by and between of the Dean/Chief Academic Officer, the President of UNR and the CEO of Renown Health, it is intended that the proposed changes to the Nevada System of Higher Education Handbook be submitted to the Board of Regents for approval by the Parties within eighteen (18) months after the Affiliation Effective Date. Subject to Section 4.2(f) and any plan developed by the Parties, Joint Faculty Appointments shall be given up to eighteen (18) months after the Affiliation Effective Date, after which faculty will be subject to the singular title series described herein.

(b) Leadership Stipends. Those employees with specific academic leadership duties (e.g. residency director, clerkship director, block director or coordinator) will receive a stipend and/or partial paid appointment from UNR Med, which stipend and/or partial paid appointment shall be commercially reasonable and fair market value, as determined by the Parties at the time of appointment and reflected in the Affiliation Funds Flows.

(c) UNR Med Current Clinician Faculty as of the Affiliation Effective Date. All UNR Med Current Clinician Faculty as of the Affiliation Effective Date shall have the option of remaining UNR Med employees following the Affiliation Effective Date. Notwithstanding the foregoing, based on mutual agreement between UNR Med and Renown, a UNR Med Current Clinician Faculty member may be offered the opportunity to amend his or her employment status to a Dual Appointment, provided, however, that neither UNR Med nor Renown shall require UNR Med Current Clinician Faculty to change employment to the other Institution or to resign her/his employment with UNR Med. UNR Med and Renown may also require that UNR Med Current Clinician Faculty: (a) enter into a clinical reimbursement agreement or other similar agreement with Renown and/or ICS regarding financial support of the Faculty Member's compensation for clinical activities performed based on Renown's standards for clinical patient care and productivity; (b) enter into amended terms of employment with UNR Med reflecting the relationship with Renown and/or ICS after the Affiliation Effective Date; and (c) approve an amendment to the member practice agreement of ICS pursuant to Section 3.4(k). The UNR Current Clinician Faculty and future Clinician Faculty physicians and other providers hired after the Affiliation Effective Date shall provide clinical services exclusively to Renown or its Affiliates, unless as otherwise mutually agreed by the Parties in writing prior to the date of services. Any UNR Current Clinician Faculty who terminates UNR employment after the Affiliation Effective Date and returns to either UNR or Renown employment shall be a Dual Appointment.

(d) Recruitment of Faculty Members following the Affiliation Effective Date. The Affiliation Oversight Committee ("AOC") (see Section 10.1) will, as soon as practicable after

the Affiliation Effective Date, develop a process and procedure for collaborative recruitment of Faculty Members with Dual Appointments. The process established by the AOC may include coordination between UNR Med and Renown recruitment personnel and sharing of recruitment lists. UNR Med and Renown agree to coordinate recruitment efforts in good faith to support and advance the purposes of this Agreement. The process for recruitment shall include the following principles: (i) prospective Faculty Members that are expected to be 0.5 FTE or greater at UNR Med shall be recruited through UNR Med and those with 0.49 FTE or less at UNR Med shall be recruited through Renown; (ii) Department Chairs shall be recruited through the UNR Med regardless of expected clinical FTE; and (iii) neither Institution is required to enter into an employment agreement with a prospective Faculty Member that was recruited without the consent and/or approval of the other Institution.

(e) Dual Appointment of Faculty Members. Following the Affiliation Effective Date, each new Faculty Member who is hired by one of the Institutions under the process developed pursuant to Section 4.2(d), other than UNR Med Current Clinician Faculty who shall have the option to accept a Dual Appointment per Section 4.2(c), shall be eligible for a Dual Appointment at both Institutions. Each Faculty Member with a Dual Appointment will be assigned a percent of FTE from each Institution, which may be altered from time to time upon the approval of the Dean/Chief Academic Officer, provided that any change of more than 0.2 of FTE allocation to either Institution shall require the approval of both Institutions through the AOC. The percent of FTE assigned to UNR Med shall reflect the expected proportional effort of the Faculty Member towards academic roles other than Clinical Teaching, and the percent FTE assigned to Renown shall reflect the expected proportional effort of the Faculty Member towards clinical practice, including Clinical Teaching. Each Institution will adopt, and coordinate with the other Institution, rules and regulations relating to the terms and conditions of Faculty Members with Dual Appointments, provided however, that prior to such adoption of new rules and regulations, each Institution shall follow its own rules and regulations with respect to such Faculty Members with Dual Appointments. Each person with a Dual Appointment will have separate employment contracts with both UNR Med and Renown and will receive a separate paycheck from UNR Med and Renown.

(i) Faculty Members with a Dual Appointment may be eligible for benefits and other rights (e.g. voting rights) which exist through the then current rules and regulations of each Institution.

(ii) The Dean/Chief Academic Officer shall make the final determination of the percent of FTE assigned to academic roles for each Faculty Member.

(iii) Faculty Members with a Dual Appointment are required to complete conflict of interest disclosures from each Institution. Further, the Dual Appointment shall comply with the requirements of NRS 281A.400.

(iv) UNR Med and Renown mutually agree to develop and implement binding commitments to be included in an employment contract between a Faculty Member with a Dual Appointment and each Institution which may exempt certain Faculty Members from specified provisions of the NSHE Code, NSHE Handbook and/or the University of Nevada, Reno University Administrative Manual.

(v) Assignment of academic titles shall be subject to the terms and conditions of this Agreement and future titling conventions agreed to by the Parties, *see* Section 4.2(a).

(vi) Nothing herein prevents a Faculty Member, including a Faculty Member with a Dual Appointment, from having an appointment and/or employment relationship with the Sierra Nevada VA as long as such relationship is approved through a process established by UNR Med and Renown.

(vii) Renown shall have sole discretion on whether to permit a Faculty Member with a Dual Appointment to engage in Non-Affiliation Independent Contractor Activities with third parties. Renown will not permit a Faculty Member to engage in Non-Affiliation Independent Contractor Activities with another university, medical school or academic practice without the prior approval of the Dean/Chief Academic Officer. To the extent required by applicable UNR policies, a Faculty Member with a Dual Appointment will complete the approval process for outside compensated activities related to any Non-Affiliation Independent Contractor Activities.

(viii) To the extent that certain Faculty Members providing services to the Affiliation are paid through UNR (in whole or in part) the activities of such employees on behalf of UNR will continue to be subject to the limitation on liability identified in NRS Chapter 41 in accordance with applicable law.

(ix) Faculty Members with Dual Appointments will comply with the training and disclosure requirements of each Institution. The Parties shall use commercially reasonable efforts to harmonize training requirements to avoid duplicative training, provided, however, that the Parties may still provide institution-specific training.

(f) Joint Faculty Appointment. Subject to Section 4.2(d)(iii), all Renown employed medical professionals who do not hold a Dual Appointment shall be eligible for a Joint Faculty Appointment at UNR Med pursuant to Title 2, Chapter 5, Section 5.4.11 of the NSHE Code and subject to applicable UNR/UNR Med requirements for Joint Faculty Appointments. A Joint Faculty Appointment will be conferred on each Renown employed medical professional who completes a standard process that will be established by UNR Med. Renown employed medical professionals will not be required to submit a Certificate of Liability Insurance with their application.

4.3 Integrated Compensation Plan. The Parties shall, in compliance with applicable Law, develop a strategic, integrated clinical compensation plan for the Affiliation, taking into account the physician's academic duties and other aspects of their roles (the "Integrated Compensation Plan"). The Integrated Compensation plan will, to the extent practicable, provide equivalent compensation for comparable work regardless of the employing entity and will follow Renown Medical Group clinical compensation framework for clinical work, and UNR Med academic compensation framework for academic work. The aggregate compensation and benefits received by a Faculty Member with a Dual Appointment shall not exceed the aggregate compensation and benefits for equivalent positions at Renown.

ARTICLE V
RESEARCH AFFILIATION

5.1 Allocation of Research.

(a) The Parties shall create a shared clinical research enterprise that will encompass a comprehensive approach to Clinical Research (defined in the attached Exhibit F, the “Clinical Research Enterprise Guiding Principles“ which may be amended from time to time by mutual consent of the Parties). The Parties shall collaborate so that the Affiliation’s Basic Science Research (defined in Exhibit F) shall be the responsibility of UNR Med, and the Clinical Research shall be the responsibility of Renown, under the supervision of the Dean/CAO.

(b) The Parties shall use commercially reasonable efforts to within one (1) year of the Affiliation Effective Date develop a strategic plan for Clinical Research based on the Clinical Research Enterprise Guiding Principles which may include (i) prioritizing areas of focus for Clinical Research and Basic Science Research and corresponding organizational investment; (ii) developing strategies to increase number of trials and clinical trials enrollment; and (iii) advancing faculty development and mentorship to improve faculty training in Clinical Research and Basic Science Research.

(c) The administration of Basic Science Research and Clinical Research as between the Parties, including the creation of a Clinical Research Office, is described in the Clinical Research Enterprise Shared Understanding/Guiding Principles attached hereto as Exhibit G.

ARTICLE VI
CLINICAL AFFILIATION

6.1 Clinical Operations. Renown shall have ownership, oversight and responsibility over all clinical operations of the Affiliation. As such:

(a) Clinical Oversight. Renown shall be the primary decision maker with respect to clinical opportunities. Renown clinical and operational leaders, reporting to Renown CEO, shall have oversight over clinical functions and the Dean/CAO shall serve as the liaison with UNR Med for such purposes. UNR Med shall use commercially reasonable efforts to cooperate with Renown to support and grow clinical programs, with UNR Med acknowledging that maintaining continued development of such programs is a goal of the Affiliation.

(b) Leadership. A clinical leader employed by Renown as a Chief Medical Officer shall also serve as the Senior Associate Dean for Clinical Affairs for UNR Med with a mutually agreed amount of support of salary for the Senior Associate Dean for Clinical Affairs by UNR Med pursuant to Section 8.2(f). The Parties shall mutually work towards a long-term single leadership for combined academic and clinical programs where appropriate. Chairpersons of the Clinical Departments at UNR Med set forth on Schedule 6.1(b), which may be updated by mutual agreement of the Parties from time to time, shall be approved by the Renown CEO before the Dean/Chief Academic Officer provides the recommendation of each Chairperson to the President of UNR, who has final authority to appoint each Chairperson in accordance with the bylaws of

UNR. If the President of UNR does not approve such recommendation for a Chairperson, the Parties will start the appointment process over with the Renown CEO's approval of a new candidate as described herein.

(c) Clinical Standards. Renown shall develop unified clinical delivery model standards, quality goals and expectations for the clinical activities of the Affiliation. Throughout the Term of this Agreement, Renown shall maintain and fund clinical operations accredited by appropriate bodies, such as The Joint Commission (or a comparable body) for hospital operations. While collaborating with UNR Med as described here, Renown shall retain responsibility over all matters of clinical administration, including the establishment of standards and requirements, provided, however, that Renown shall exercise these responsibilities consistent with the goals of the Affiliation.

(d) Clinical Revenues. Clinical revenues for all clinical programs of Renown shall be set by Renown, subject to applicable regulations and Renown established policies.

(e) Future Strategic Clinical Program Goals. Renown shall develop new clinical programs and expand existing clinical programs, including by recruiting new providers, and by increasing opportunities for practice, research, clinical clerkships and learning opportunities for faculty and students at Renown's facilities.

(i) Renown Responsibilities.

(1) Renown has authority over the establishment and maintenance of clinical programs, clinical standards and other core components of the clinical program.

(2) Subject to the terms of this Agreement, including any processes developed by the Parties resulting from this Agreement, Renown is responsible for the appointment and assignment of clinical leadership, hiring and firing of all clinical providers and accountability for such roles will rest with Renown clinical and operational leadership, reporting to the Renown CEO.

(3) Renown will have overall responsibility for developing and supervising the design, delivery and quality of the clinical program and for ensuring its effective implementation.

(4) Renown will ensure that clinical Faculty have access to sufficient resources for an effective clinical environment.

(5) Renown shall use commercially reasonable efforts to ensure that the establishment and maintenance of clinical programs, clinical standards and other core components of the clinical program do not violate applicable accreditation standards.

(ii) UNR Med Responsibilities.

(1) UNR Med will maintain, support and develop appropriate Academic programs aligned with strategic clinical program goals.

(2) UNR Med will collaborate with Renown to ensure the Clinical duties of UNR employed faculty are completed satisfactorily. UNR Med will collaborate with Renown in monitoring and responding to complaints of failure to meet Renown clinical or operational expectations, mistreatment, unprofessional conduct, discrimination or inappropriate behavior and in taking appropriate corrective actions if warranted.

(iii) Joint UNR Med/Renown Responsibilities.

(1) UNR Med and Renown will have responsibility, and will work out effective means, to ensure a positive clinical environment for Faculty.

(2) Neither Party shall discriminate against any Faculty on the basis of a protected class under state or federal law.

(f) Insurance. During the Term of this Agreement, each Party shall insure its respective activities in connection with the Affiliation and shall obtain, keep in force, and maintain at a minimum malpractice and commercial general liability insurance in customary amounts pursuant to each Party's respective policies and consistent with its overall system of insurance and risk management structure and approach, which may include a program of self-insurance. To the extent that certain employees providing services to the Affiliation are paid through UNR (in whole or in part) the activities of such employees on behalf of UNR will continue to be subject to the limitation on liability set forth in NRS Chapter 41. As of the Effective Date, UNR Med Current Clinician Faculty shall retain their insurance or self-insurance coverage through professional errors and omissions liability insurance obtained through the Nevada System of Higher Education. Reimbursement by Renown and/or ICS to UNR Med for each UNR Med Current Clinician Faculty Member's clinical activities shall include reimbursement for actual malpractice costs incurred by UNR Med. Through mutual agreement of UNR Med and Renown, the Parties may elect to transition UNR Med Current Clinician Faculty to a professional errors and omissions liability insurance made available through Renown.

(g) Support Services. The Parties may enter into mutually agreed services agreements or other written arrangements as necessary to provide administrative, support and other services for the Affiliation, payments for which shall be reflected in the Affiliation Funds Flow and/or the respective agreements.

(h) Facilities. The Parties through the AOC shall engage in planning for use of space for the Affiliation and develop appropriate leases or other arrangements governing the occupancy terms and any corresponding rent, including lease arrangements for the Transferred Clinical Operations described herein. Payments for space use arrangements shall be reflected in the Affiliation Funds Flow.

(i) Electronic Mail Convention. The Parties, through the AOC or its designees, will collaborate to explore development of an electronic mail convention using one or more of the existing domain names of the Parties, with the goal of ensuring privacy and security of electronic communications among and between the Parties with respect to the Affiliation, as well as securing those electronic communications with individuals and entities that are not parties to this Agreement.

ARTICLE VII

EXCLUSIVITY

7.1 Restrictions Generally. The conditions and restrictions set forth in this Article VII are established by the Parties to protect the Parties' interests in furthering the purposes of the Affiliation in consideration of the scope of the Affiliation to be pursued and implemented by the Parties, the time anticipated by the Parties necessary to fully evaluate, develop and implement any Affiliation strategic initiatives, and determine the financial and other resources that the Parties will devote to the Affiliation efforts.

7.2 Exclusive Clinical Affiliation. As of the Affiliation Effective Date, Renown shall be the exclusive clinical affiliate of UNR Med in the Designated Area, which means that UNR and UNR Med, including UNR employed providers and other providers employed by or affiliated with UNR and UNR Med (excluding Community Faculty and/or Adjunct Faculty), shall provide clinical services to patients exclusively to or through Renown in the Designated Area, except for those services excluded from this Agreement pursuant to Section 2.8. Notwithstanding the foregoing, UNR or UNR Med may otherwise engage in the following clinical affiliations with hospitals or other facilities:

(a) Existing UNR and/or UNR Med clinical affiliations set forth in Schedule 7.2(a) (the "Existing UNR Clinical Affiliations") subject to the evaluation of such arrangements following a twelve (12) month period by the Dean/CAO and the Parties as provided in Section 7.5;

(b) New academic affiliations for GME rotations with hospitals and other facilities within the Designated Area, subject to approval by the GME Consortium Council;

(c) Existing and new academic affiliations related to pursuit of any undergraduate degree or certification or any degree or certification in dental care, nursing, psychology or counseling; or

(d) New academic affiliations for UME rotations with hospitals and other facilities and Community Faculty within the Designated Area, subject to notice and consultation with Renown, with programmatic oversight by the AOC.

7.3 Primary Academic Affiliation. As of the Affiliation Effective Date, UNR shall be the primary academic affiliate of Renown in the Designated Area, which means that the Parties shall use commercially reasonable efforts to partner for all degree-granting programs, certificate programs, and Basic Science Research programs in the Designated Area. Notwithstanding the foregoing, Renown may engage in existing academic affiliations with LCME-accredited medical schools or research institutes which are existing affiliations set forth on Schedule 7.3 (the "Existing Renown Academic Affiliations"), subject to the evaluation and approval of such arrangements following a twelve (12) month period by the Dean/CAO and the Parties as provided in Section 7.5.

7.4 Clinical Restrictions. As of the Affiliation Effective Date, UNR and its Affiliates shall not, directly or indirectly, alone or with other parties, engage in, own, operate, provide, joint venture or otherwise participate in any clinical activities in the Designated Area except for those with Renown. Notwithstanding the foregoing, UNR Med and UNR may continue to operate in the ordinary

course of business as part of the Affiliation as provided herein until the Member Substitution Closing Date, subject to Section 3.11. Nothing in this Section 7.4 shall prevent UNR from participating in certain activities that are not part of the Affiliation, to the extent such activities are not part of UNR Med's clinical activities and are set forth on Schedule 7.4.

7.5 Existing Affiliations. The contracts and other arrangements of each Party in effect as of the Affiliation Effective Date that impact the Affiliation shall continue for a period of at least twelve (12) months from the Affiliation Effective Date of the Affiliation to allow the Parties to jointly review those agreements and determine their continued benefit to the Affiliation and the overall enterprise. The Parties shall jointly determine whether such arrangement may continue beyond such twelve (12) month period to best serve the Affiliation and its clinical enterprise, but if the Parties cannot make such a determination, the issue shall be submitted to the Dean/CAO for resolution, who shall then make his/her recommendation on such matter to the Renown CEO for final determination.

7.6 New Strategic Undertaking.

(a) If, during the Term of this Agreement, UNR proposes to pursue a new matter related to the Affiliation having a financial impact which exceeds One Million Dollars (\$1,000,000), as adjusted annually pursuant to the Consumer Price Index (a "New Strategic Undertaking"), UNR shall furnish a written notice of such proposed New Strategic Undertaking to Renown, setting forth the terms of the proposed New Strategic Undertaking, including, but not limited to, the nature and timing thereof, the estimated cost and proposed budget thereof, and the structure thereof. Such written notice will be deemed to be an offer for Renown (on behalf of the Affiliation) to enter into negotiations toward an agreement with respect to such New Strategic Undertaking.

(b) If, after a period of thirty (30) days from the date on which Renown receives the notice required by Section 7.6(a) (the "New Strategic Undertaking Review Period"), Renown does not timely elect to exercise the Affiliation's option to pursue a New Strategic Undertaking agreement by the expiration of the New Strategic Undertaking Review Period, or if the Parties collectively are unable to reach agreement on an such agreement despite good faith, commercially reasonable efforts to do so within thirty (30) days from the expiration of the New Strategic Undertaking Review Period, then UNR shall be authorized to pursue, consummate and conduct such New Strategic Undertaking on terms substantially similar to those offered to Renown and the Affiliation.

7.7 Right of First Refusal.

(a) If, during the Term of this Agreement, UNR Med or any of its Affiliates receives or obtains a third party offer to establish any affiliation, alliance, association partnership, joint venture, professional or clinical services arrangement or other transaction or relationship to pursue the acquisition, organization or development of any facilities or operations or for the performance, delivery or implementation of any hospital, physician or ancillary services of the kind that comprise or otherwise implicate the Affiliation within the Designated Area, or to become the site of any investigator-initiated studies resulting from Basic Science Research at UNR Med (a "Third Party Arrangement"), UNR must within thirty (30) days provide Renown written notice of such proposed Third Party Arrangement, setting forth the terms of the proposed Third Party

Arrangement, including, but not limited to, the nature and timing thereof, the estimated cost and proposed budget thereof, and the structure thereof (a “ROFR Notice”). The Right of First Refusal shall not apply to any arrangement for any investigator-initiated studies resulting from Basic Science Research at the Sierra Nevada VA.

(b) Within thirty (30) days after Renown receives the ROFR Notice (the “ROFR Review Period”), Renown shall elect to either exercise its option or pass on the option to pursue the Third Party Arrangement with UNR. If Renown elects to exercise its option, it shall be authorized to pursue, consummate and conduct such Third Party Arrangement with UNR on substantially similar terms as those offered to UNR by the third party, and such arrangement shall be incorporated into the Affiliation, as applicable.

7.8 Prohibited Actions; Board of Regents Approval.

(a) UNR and UNR Med will not undertake, directly or indirectly, any action through or with an Affiliate or Other NSHE Institution which they would otherwise be prohibited from taking pursuant to this Agreement;

(b) In the event an Affiliate or Other NSHE Institution acts, or fails to act, in a manner that would constitute a breach under this Agreement if such act or omission were taken by UNR or UNR Med (or any their Affiliates), then UNR shall cooperate fully with Renown in addressing such act with the goal of preserving the Affiliation in a manner consistent with the purposes of this Agreement.

(c) UNR Med shall not, through the Affiliation, engage in any clinical or academic activity in Clark County, Nevada without the prior approval of the Board of Regents. Such restriction does not apply to: (i) agreements of UNR Med in place as of the Affiliation Effective Date (including any renewal of such agreements) as set forth on Schedule 7.8(c); (ii) clinical electives for Students, resident physicians and fellows through Other NSHE Institutions, (iii) and/or clinical electives for Students at medical facilities in Clark County pursuant to an academic affiliation agreement with the facility. For the avoidance of doubt, nothing in this Agreement shall limit or restrict Renown or its Affiliates from taking any action or engaging in any activity in Clark County, Nevada.

(d) No other medical school or physician assistant program at any Other NSHE Institution shall engage in any clinical or academic activity in Washoe County, Carson City or Douglas County, Nevada without prior approval of the Board of Regents, which approval shall be given only after prior written notice to Renown. Such restriction does not apply to: (i) agreements of in place as of the Affiliation Effective Date (including any renewal of such agreements); (ii) with notice to and written consent of Renown, clinical electives for Students, resident physicians and fellows through UNR/UNR Med; and/or (iii) clinical electives for Students, at medical facilities in Washoe County, Carson City or Douglas County pursuant to an academic affiliation agreement with the facility.

ARTICLE VIII

FINANCIAL CONSIDERATIONS

8.1 Financial Management. It is the intent of the Parties that financial management of the Affiliation have the following aspects:

- (a) To preserve funding from State of Nevada to support teaching and other academic tasks; and,
- (b) To preserve (and expand) funding from the NIH and other granting institutions.

8.2 Affiliation Funds Flows. The Parties will work together in a cooperative and collaborative manner to achieve a financially integrated model for the Affiliation (the “Affiliation Funds Flows”) intended to support and fulfill its Guiding Principles, subject to the following which shall be set forth on Schedule 8.2, for an initial period of one (1) year after the Affiliation Effective Date, and which shall be evaluated by the Parties on an annual basis and subject to amendment upon mutual agreement of the Parties:

- (a) Funding for Basic Science activities of the Affiliation will be drawn from State or other UNR funding sources;
- (b) Funding for clinical, research and education activities of the Affiliation at Renown will be paid from or supported by revenues of the Affiliation’s clinical and research operations;
- (c) Funding for new Affiliation initiatives not otherwise covered by (i) or (ii) above will be on terms to be developed and mutually agreed by the Parties;
- (d) Funding for the clinical portion of Clinician Faculty salaries, benefits and malpractice shall be the responsibility of Renown;
- (e) Funding for certain mutually agreed academic support of UNR shall be the responsibility of Renown pursuant to the Academic Support Agreement;
- (f) Funding for the academic portion of Faculty Members salary and benefits that are employed by UNR Med and/or with a Dual Appointment shall be the responsibility of UNR Med, except that, subject to the annual budget process of the Parties, Renown will provide UNR Med with support for fifty percent (50%) of the salary and benefits of (i) the Dean/CAO, (ii) Senior Associate Dean for Admin Finance; (iii) the Dean/CAO’s Chief of Staff, and (iv) other administrative positions supporting the Affiliation as agreed between the Parties (collectively, the “Administrative Support Positions”). Funding for the Senior Associate Dean for Clinical Affairs shall be pursuant to Section 6.1(b). The Parties will enter into an Administrative Support Agreement setting forth the duties, funding and salaries of for the Administrative Support Positions for the first fiscal year after the Affiliation Effective Date.

(g) Funding for GME shall be the responsibility of Renown to the extent set forth in the Master Affiliation Agreement between the Institutions, and may also include funding provided by other sources or facilities (e.g. Sierra Nevada VA).

8.3 Philanthropy. The Parties will coordinate to develop strategic fundraising plans for the Affiliation pursuant to Philanthropy Guiding Principles set forth in Exhibit H.

8.4 Academic Support Payments. Subject to Section 3.9, Renown will provide not less than One Million Five Hundred Thousand Dollars (\$1,500,000) annually during the Term of the Agreement to support the Academic mission of UNR Med. This obligation may be memorialized in an Academic Support Agreement similar in form (taking into account relevant factors and considerations) to the current Academic Support Agreement between the UNR Med and Renown dated as of March 1, 2019, as such agreement is amended, extended or replaced by the parties thereto (the "Academic Support Payments"). These Academic Support Payments are described above in Schedule 8.2.

8.5 Renown Health Scholarship. Renown will provide payment and support for ten (10) UME medical student, which may also be awarded to physician assistant students based on mutual agreement of the Parties, on an annual basis, based on in-state tuition amounts at UNR Med, for the duration of the Agreement, provided that funding support shall not exceed three hundred and fifty thousand dollars (\$350,000) per year and shall be subject to a Renown naming convention to be mutually agreed by the Parties prior to Renown's provision of such support.

8.6 Other Sources of Funding. After the Affiliation Effective Date, the Parties shall use commercially reasonable efforts to maintain sources of reimbursement for their respective institutions, including government and private payor contracts.

ARTICLE IX

GOVERNANCE

9.1 Oversight and Division of Governance. The Renown Board or the Board of Regents shall be the ultimate decision makers with respect to the Renown Governance Areas or the UNR Governance Areas, respectively, as set forth in this Section 9.1. The Dean/CAO may refer Affiliation matters to the leadership of the Parties, as applicable, for approval based on the division of governance areas as provided herein.

(a) Renown Governance Areas. All Clinical activities, including Clinical Research, and any area that is not included as a "UNR Governance Area" as described in Section 9.1(b) shall be considered a "Renown Governance Area," which means that such area shall, after the Affiliation Effective Date, be governed by the Renown Board and be subject to the Amended and Restated Bylaws of Renown Health as set forth in Exhibit H (the "Renown Bylaws"), applicable law and this Agreement. Any disagreement between the Parties as to whether a decision relates to a Renown Governance Area or a UNR Governance Area shall be determined based on the process set forth in Section 9.1(c).

(b) UNR Med Governance Areas. The areas set forth in Schedule 9.1(b) (the “UNR Governance Areas”) shall, after the Affiliation Effective Date, be governed by the Board of Regents subject to the Board of Regents Handbook, including the NSHE Code, or equivalent rules and regulations, and the state laws of the State of Nevada, other applicable law and this Agreement.

(c) Questions Regarding Authority. In the event the Parties or the AOC are unable to ascertain whether an Affiliation matter requiring Board approval is in a Renown Governance Area or a UNR Governance Area, the issue shall be submitted to the Dean/CAO for resolution, who shall then make his/her recommendation on such matter to the Renown CEO for determination subject to the Dispute process set forth herein.

9.2 Integrated Governance and Management. As consideration for each Party’s entry into the Affiliation, and to facilitate the coordination between the Parties with respect to achievement of the Affiliation’s clinical, academic, research and other objectives, the Parties have agreed that as of the Affiliation Effective Date:

(a) Renown Board Seat. The President of UNR shall be appointed an *ex officio*, voting member of the Renown Board, in accordance with the Renown Bylaws, which Bylaws shall not be amended and/or restated to remove this requirement of the Affiliation without the written agreement of UNR.

(b) Renown Appointment. The Renown Medical Group (RMG) physician leader shall be dually appointed as the UNR Med Senior Associate Dean for Clinical Affairs.

(c) Committees of UNR. The UNR committee structure, including the UNR Med Executive Committee, the GMEC, and the Admissions Committee, shall be revised, including any necessary bylaws changes, to reflect the integration desired by the Parties with a goal that UNR’s education and research administration committees shall have representation and participation of Renown-employed physicians that are Faculty Members at UNR Med.

(d) Committees of Renown. The Renown committee structure shall be revised, including any necessary bylaws changes, to reflect the integration desired by the Parties with a goal that Renown’s clinical committees shall have increased representation and participation of UNR-employed Faculty Members that have roles at Renown.

ARTICLE X

AFFILIATION OVERSIGHT COMMITTEE

10.1 Affiliation Oversight Committee. The Affiliation Oversight Committee (the “Affiliation Oversight Committee“ or “AOC”) shall serve as a forum for the Parties’ open communication and consideration of topics related to the Affiliation, where members discuss strategy and proactively make recommendations to improve the performance of the Affiliation. This Agreement shall not confer upon the AOC the right, authority or discretion to approve the entrance into any agreement on behalf of the Affiliation, engage in any management, decision making, or approve the allocation of any funding with respect to any such activities. The discussions of the AOC pursuant to this Section 10.1 shall in no way create legally binding obligations of either Party.

(a) Composition of AOC. Each Party shall appoint its designated members to the AOC (the “Renown Members” and the “UNR Members,” as the case may be, and collectively the “Members”). Until the second (2nd) anniversary of the Affiliation Effective Date, the AOC shall initially be composed of the Members set forth on Schedule 10.1(a) (the “Initial Committee”). After the 2nd anniversary of the Affiliation Effective Date, the AOC shall be composed of six (6) Members total, or such other number as the Parties may agree. Selection of Members after the Initial Committee shall be subject to approval of the President of UNR and the CEO of Renown. The Members shall work in good faith and with reasonable diligence toward the implementation of the Affiliation as contemplated herein, but neither the Renown Members nor the UNR Members shall have any fiduciary duties to the Affiliation, any Member or the other Parties by reason of appointment to the AOC.

(i) Each Member shall serve at the pleasure of, and may be removed with or without cause at any time by, the Party who appointed such Member.

(ii) A Member of the AOC may resign at any time by delivering a written resignation to the Party that appointed such Member to the AOC, and any such resignation shall be effective as of the date it is given, unless a later effective date is specified in the written notice of resignation.

(iii) Upon the death, removal or resignation of any Member, the Party who appointed such member shall promptly appoint a successor.

(iv) The Members may invite subject matter experts to participate in AOC meetings in an advisory, nonvoting capacity, subject to agreement among the AOC Members and applicable AOC policies.

(b) Functions of the AOC. Subject to the limitations set forth herein and subject to Section 10.1 of this Agreement, the AOC shall:

(i) Serve as a forum for the Parties’ open communication and consideration of topics related to the Affiliation;

(ii) Evaluate arrangements relating to the Affiliation involving services, personnel or facilities provided by the Parties or their respective Affiliates;

(iii) Discuss research and educational activities conducted as part of the Affiliation;

(iv) Serve as a forum for the Parties to consult with and provide updates regarding the implementation of Renown’s electronic health records and IT platforms;

(v) Serve as a forum for discussion and informal dispute resolution, except for those matters subject to the formal Dispute Resolution process set forth in Article XVIII hereof; and

(vi) Carry out any other functions that may be jointly assigned to the AOC by the Parties from time to time.

Notwithstanding any provision contained in this Agreement, this Agreement shall not assign or delegate authority or responsibility to the AOC in violation of federal or state law or regulation.

(c) Chair. Subject to Renown's election options identified in Section 11.1(a)(iv)(3) herein, the Dean/CAO shall (i) serve as the Chair of the AOC and (ii) shall be a UNR Member of the AOC.

10.2 Meetings. The AOC shall meet at least four (4) times each year at such place determined either by the Dean/CAO or as the AOC determines by resolution. The Members may participate in a meeting of the AOC by conference telephone or other similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 10.2 shall constitute attendance and presence in person at such meeting.

10.3 Quorum. At least two (2) Renown Members and two (2) UNR Members, present in person or by means of conference telephone or other similar communications equipment through which all persons participating in the meeting can hear each other, shall constitute a quorum for the transaction of business at all meetings of the AOC.

10.4 Voting. At any meeting at which a quorum is present, all matters shall be determined by majority vote of the AOC as described in this Section 10.4. In exercising their voting authority, each Member shall be entitled to one (1) vote on matters presented to the AOC.

10.5 Committees. The AOC may appoint or disband such committees as it determines necessary to carry out its functions in pursuit of the Affiliation. Each committee shall consist of such members, perform such functions and have such authority as determined by resolution of the AOC.

ARTICLE XI

CHIEF ACADEMIC OFFICER AND DEAN

11.1 Dean and Chief Academic Officer. Oversight and implementation of the Affiliation by a joint Dean of UNR Med and Chief Academic Officer of Renown is a critical feature of the success of the Affiliation and, therefore, the Parties agree to have a single individual jointly serve a dual role as both the Dean of UNR Med and the Chief Academic Officer of Renown. UNR Med and Renown recognize that it is in their best interests that, to the extent possible and consistent with Nevada constitutional and statutory law, mutual cooperation and coordination occur regarding the selection, evaluation and employment of this individual and the assignment of their respective responsibilities. Accordingly, the Dean of UNR Med shall be assigned the role of the Chief Academic Officer of Renown (such person the "Dean/CAO"), in accordance with and subject to the following:

(a) Dean/CAO Role. The Dean/CAO will have primary responsibility for overseeing and implementing the academic and research missions of the Affiliation as described in the CAO job description set forth in Schedule 11.1(a), which role shall include oversight over all academic affiliations in the Designated Area, including those with other academic institutions, subject to the provisions of this Agreement regarding maintenance and evaluation of existing agreements. The Dean/CAO will also be responsible for: (i) facilitating the implementation of the

Affiliation on the terms contemplated herein; (ii) working with the Parties to identify, develop and implement the Affiliation goals as set forth herein; (iii) ensuring timely communication among the Parties with respect to the Affiliation; (iv) making preliminary determinations as to whether Affiliation matters requiring approval of a Party are Renown Governance Areas or UNR Governance Areas, as applicable; (v) identifying areas of potential dispute with respect to Affiliation matters and submitting them to the applicable discussion and dispute resolution processes described herein; (vi) serving as Chair of the AOC, as described in Section 10.1(c); and, (vii) performing such other duties as directed by the Parties from time to time.

(i) Renown Reporting. For Renown Governance Areas and as the CAO of Renown, the Dean/CAO will report directly to the Chief Executive Officer of Renown. The Dean/CAO will attend Renown Board Meetings and Strategic Council meetings as a member of the Senior Executive Team of Renown, subject to Renown's election options identified in Section 11.1(a)(iv)(3) herein. The CEO of Renown shall be responsible for evaluating performance of the CAO role and completing an annual performance review of the CAO which will be shared with the President of UNR.

(ii) UNR Med Reporting. For UNR Governance Areas and as the Dean of UNR Med, the Dean/CAO will report to the President of UNR and will serve on the President's council or equivalent body. The Dean may maintain a Dean's cabinet and be a member of other UNR Med committees. The President of UNR shall be responsible for evaluating performance of the Dean role and completing an annual performance review of the Dean which will be shared with the CEO of Renown.

(iii) Appointment/Hiring. The Dean/CAO will be recruited through a joint recruitment process of UNR and Renown based on agreed upon qualifications, with the cost of the search paid by UNR Med (except as otherwise may be agreed by the Parties at the time of recruitment). Renown and UNR Med will appoint equal representation to the search committee for the Dean. The President of UNR, in consultation with the CEO of Renown and subject to any other applicable approval requirements of the NSHE Code, shall hire the Dean/CAO as an employee of UNR. The President of UNR shall be the "Appointing Authority" of the Dean/CAO, and, notwithstanding the dual nature of the position, the Dean/CAO shall be a full-time employee of UNR Med. Any "start-up" benefits for a newly hired Dean/CAO shall be determined and funded by mutual agreement of Renown and UNR Med. In the event of a vacancy in the position of the Dean/CAO, an interim or acting replacement Dean/CAO may be appointed by the President of UNR, in consultation with the CEO of Renown. A search for a replacement Dean/CAO shall begin within thirty (30) days of appointment of the Interim Dean/CAO.

(1) For the purposes of Section 11.1(a)(iii) "in consultation with the CEO of Renown" means that the President of UNR shall, prior to offering the position to the final candidate, meet and confer with the CEO of Renown at all critical stages of the hiring process, including, but not limited to: developing and finalizing the job description; selecting members to participate on the search committee; and identifying the finalists for the position. The CEO of Renown will be entitled to provide feedback throughout the hiring process, which the President of UNR will consider in good faith. The President of UNR and the CEO of Renown will make reasonable and good faith efforts to agree on the individual that will be hired to serve as the

Dean/CAO or appointed as the interim Dean/CAO. However, the final authority and hiring decision will reside exclusively with the President of UNR.

(iv) Removal. The President of UNR, in consultation with the CEO of Renown, shall have the sole and final authority to remove and/or terminate the Dean/CAO from the position subject to the terms of the employment contract and the NSHE Code. Following removal of the Dean/CAO from that role, the requirement of any financial support by Renown for the individual shall end (and the support will transition to the interim, acting or new Dean/CAO), except as may be agreed upon by the Parties in writing. Any termination of employment following removal from the Dean/CAO role shall be in the sole discretion of UNR and shall comply with the applicable requirements of the NSHE Code and the employment policies and procedures of UNR Med. The Parties further agree to the following regarding the removal of the Dean/CAO:

(1) For the purposes of Section 11.1(a)(iv) “in consultation with the CEO of Renown” means that the President of UNR shall meet and confer with the CEO of Renown prior to making any final decision regarding removal and/or termination, including, but not limited to: evaluating the reasons for removal of the Dean/CAO; discussing possible alternatives to removal of the Dean/CAO; coordinating a timeline and process for the removal of the Dean/CAO; and identifying potential candidates for an interim Dean/CAO.

(2) Compliance with Renown’s policies shall be a term included in the Dean/CAO’s employment contract with UNR Med. In the event that the CEO of Renown determines in good faith that the Dean/CAO has violated a policy of Renown that would justify termination for cause, the CEO of Renown shall provide written notice to the President of UNR. The President of UNR and CEO of Renown shall meet as described in Section 11.1(a)(iv)(1) within three (3) calendar days of such notice to discuss the matter and attempt in good faith to reach an agreed upon course of action. This notwithstanding, the final authority and removal decision will reside exclusively with the President of UNR.

(3) In the event that the annual performance evaluations from either Renown or UNR Med, or other administrative processes, identify serious performance concerns with the Dean/CAO that may result in termination, the President of UNR and CEO of Renown shall meet as described in Section 11.1(a)(iv)(1) within thirty (30) days following the performance evaluation. The Dean/CAO shall be given a reasonable opportunity to address any serious performance concerns. If after sixty (60) days the Dean/CAO has not remedied the serious performance concerns to the satisfaction of either Renown or UNR Med, the President of UNR and CEO of Renown shall meet again to discuss the matter and attempt in good faith to reach an agreed upon approach. At this point, and notwithstanding any other provisions in this Agreement to the contrary, Renown has the option to elect to limit the Dean/CAO’s role at Renown (including membership, visitation or participation on committees, boards, strategic councils and similar bodies of Renown and its Affiliates) until the Parties reach an agreed upon course of action. This notwithstanding, the final authority and removal decision will reside exclusively with the President of UNR.

ARTICLE XII
BRANDING, MARKETING AND LICENSING

12.1 Branding. As part of the implementation of the Affiliation, the Parties, through the AOC or other mutually agreed processes, shall jointly develop branding, marketing and internal and external public relations and communications strategies, procedures and guidelines that may incorporate the names and marks of both Parties for the Affiliation. Once developed and mutually agreed upon by the Parties, a branding plan or an additional agreement setting forth such strategies, procedures and guidelines shall be prepared and attached as an addendum to this Agreement (the "Branding Plan"). The Parties agree to implement and conduct all branding, marketing and internal and external public relations and communications activities in accordance with the policies and requirements set forth in the Branding Plan, the requirements of applicable Laws and otherwise consistent with the provisions of this Article XII.

12.2 Tradenames, Names, and Marks. Renown and its Affiliates shall own all right, title and interest in and to all of the Renown Marks. UNR and its Affiliates shall own all right, title and interest in and to all of the UNR Marks, provided, however that the mark for "University Health" shall be assumed with the transfer of MSAN to Renown as of the Member Substitution Closing Date, with use of the UNR logo with the "University Health" mark subject to a royalty free licensing agreement by and between UNR and Renown. The Parties may enter into a trademark license agreement after the Affiliation Effective Date to provide for the licenses and other rights and obligations of the Parties with respect to the use of the Renown Marks and the UNR Marks, any new marks developed by the Parties, and any composite marks, as applicable, (the "Trademark License Agreement"). Except as set forth in and expressly agreed by the Parties in writing as part of or in connection with the Branding Plan or in any subsequent Additional Agreement, neither Party shall use the name, logo, trademarks or other proprietary symbols or intellectual property of the other Party in any context without such other Party's prior written approval, which may be granted or withheld at such other Party's sole discretion.

12.3 Public Relations and Communications. Except as expressly provided in or approved by the Parties pursuant to the Branding Plan or as mutually agreed, neither Party shall issue a press release or make, publish, broadcast or disseminate any prepared statement or communication to any member of the media, to the general public or to its employees generally concerning or referencing this Agreement, the Affiliation, or the other Party without the prior consent or approval of the other Party. Each Party further will notify and consult with the other Party prior to responding to or granting any media request for an interview or comment pertaining to this Agreement or the Affiliation, it being understood and agreed by the Parties that, subject to the last sentence of this Section 12.3, the legal and business terms of this Agreement and the Affiliation shall remain confidential in accordance with the Confidentiality Agreement. Notwithstanding the foregoing provisions of this Section 12.3, nothing contained herein shall prohibit or restrict any disclosure by UNR to the extent required under the Nevada Public Records Act, provided that Renown be given prompt notice of such potential disclosure and provided an opportunity to object or participate in a response to such required disclosure (including any exceptions available to protect confidential information regarding Renown or the Affiliation). The provisions of this Section 12.3 and Section 12.2 shall survive any termination of this Agreement.

ARTICLE XIII

REPRESENTATIONS AND WARRANTIES OF RENOWN

Renown represents and warrants to UNR that as of the date hereof:

13.1 Organization and Good Standing. Renown is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, with all necessary corporate power and authority to enter into this Agreement and carry out its obligations hereunder.

13.2 Authorization; Due Execution.

(a) Renown has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Affiliation contemplated hereby. The execution and delivery of this Agreement by Renown and the consummation by Renown of the Affiliation as contemplated hereby have been duly authorized by all required corporate action on the part of Renown, and no other corporate proceedings on the part of Renown are necessary to authorize the execution, delivery and performance of this Agreement or to consummate the Affiliation contemplated hereby.

(b) This Agreement has been duly and validly executed and delivered by Renown and (assuming the due authorization, execution and delivery by UNR) this Agreement constitutes the legal, valid and binding obligation of Renown, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

13.3 Conflicts; Consents of Third Parties. Except as set forth on Schedule 13.3:

(a) The execution and delivery by Renown of this Agreement, the consummation of the Affiliation contemplated hereby, and the compliance by Renown with any of the provisions hereof, will not conflict with, breach or violate (with or without notice or lapse of time, or both) (i) the articles of incorporation of Renown; (ii) any Contract or Permit to which Renown is a party or by which any of the properties or assets of Renown are bound; (iii) any Order of any Governmental Body applicable to Renown or any of the properties or assets of Renown as of the date hereof; or (iv) any applicable Law, other than, in the case of the clauses (ii), (iii) and (iv) such conflicts, breaches or violations that would not have a Material Adverse Effect on Renown.

(b) No consent, waiver, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person is required on the part of Renown in connection with the execution and delivery of this Agreement, compliance by Renown with any of the provisions hereof, or the consummation of the Affiliation contemplated hereby.

13.4 Change of Control Transaction. Renown is not engaged in any transactions with, or entered into any binding or non-binding agreements with, any third-parties that would result in a

change of control of Renown and/or any of Renown's Affiliates, whether such change of control be by merger, sale of assets, joint venture, member substitution or any other transaction that would result in the current directors of Renown constituting less than 50% of the directors of the surviving entity (a "Change of Control Transaction").

13.5 Compliance with Laws. Renown is, and for the past five (5) years has been, in material compliance with all applicable Laws, including relevant Laws of any Governmental Body having jurisdiction over Renown and the operation of its facilities and related ancillary services.

ARTICLE XIV

REPRESENTATIONS AND WARRANTIES OF UNR

UNR represents and warrants to Renown that as of the date hereof:

14.1 Organization and Good Standing. The Board of Regents of the Nevada System of Education, which governs the University of Nevada, a public entity created by the Constitution of the State of Nevada and has ultimate and exclusive control and administration over the Nevada System of Higher Education. The University of Nevada, Reno is a University that is part of the Nevada System of Higher Education and the University of Nevada, Reno School of Medicine is a school within the University of Nevada, Reno. The Board of Regents has the legal power and authority to enter into this Agreements and carry out the obligations of UNR, UNR Med hereunder.

14.2 Authorization; Due Execution.

(a) UNR has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Affiliation contemplated hereby. The execution and delivery of this Agreement by UNR and the consummation by UNR of the Affiliation as contemplated hereby have been duly authorized by all required corporate action on the part of UNR, and no other corporate proceedings on the part of UNR are necessary to authorize the execution, delivery and performance of this Agreement or to consummate the Affiliation contemplated hereby, provided the Board of Directors of ICS must separately approve the Member Substitution transaction contemplated herein.

(b) This Agreement has been duly and validly executed and delivered by UNR and (assuming the due authorization, execution and delivery by Renown) this Agreement constitutes the legal, valid and binding obligation of UNR, enforceable against UNR in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

14.3 Conflicts; Consents of Third Parties. Except as set forth on Schedule 14.3:

(a) The execution and delivery by UNR of this Agreement, the consummation of the Affiliation contemplated hereby, and the compliance by UNR with any of the provisions hereof, will not conflict with, breach or violate (with or without notice or lapse of time, or both) (i) any Contract or Permit to which UNR is a party or by which any of the properties or assets of

UNR is bound; (ii) any Order of any Governmental Body applicable to UNR or any of the properties or assets of UNR as of the date hereof; or (iii) any applicable Law, other than, in the case of the foregoing clauses such conflicts, breaches or violations that would not have a Material Adverse Effect on UNR.

(b) No consent, waiver, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person is required on the part of UNR in connection with the execution and delivery of this Agreement, the compliance by UNR with any of the provisions hereof, or the consummation of the Affiliation contemplated hereby.

14.4 Compliance with Laws. UNR is, and for the past five (5) years has been, in material compliance with all applicable Laws, including relevant Laws of any Governmental Body having jurisdiction over UNR and the operations of its respective facilities and related ancillary services.

ARTICLE XV

CONFIDENTIALITY AND COMMON INTEREST AGREEMENT

15.1 Confidentiality Obligations. The Parties acknowledge and affirm their respective rights and obligations under the Confidentiality Agreement to which they agreed to release certain information to each other and engage in confidential negotiations regarding the Affiliation. All “Confidential Information” exchanged by the Parties in connection with the evaluation and implementation of the Affiliation shall be subject to the terms and conditions of the Confidentiality Agreement and to Nevada’s Public Records Act at NRS 239 et. seq. (“Public Records Act”).

15.2 Common Interest Agreement. The Parties may, upon mutual agreement, enter into one or more common interest agreement(s) from time to time, pursuant to which the Parties may exchange certain designated information that will remain covered by the attorney-client privilege.

ARTICLE XVI

TERM AND TERMINATION

16.1 Term.

(a) Initial Term. This Initial Term of this Agreement shall commence as of the Affiliation Effective Date and, unless this Agreement is earlier terminated by one or both Parties pursuant to Section 16.2, shall expire on the last day of the calendar month that is fifty (50) years after the Affiliation Effective Date (the “Initial Term”).

(b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement shall automatically renew for a period of fifty (50) years or such other mutually agreed period unless UNR Med or Renown provides written notice of non-renewal to the other Party at least two (2) years prior to the expiration date for such period of time (the “Renewal Terms” and, collectively with the Initial Term, the “Term”).

16.2 Termination. This Agreement may be terminated by the Parties prior to the expiration of the Initial Term or any Renewal Term only as set forth in this Section 16.2:

(a) Mutual Agreement. The Parties may terminate this Agreement at any time by mutual written agreement.

(b) Unilateral Termination. Following the completion of the Dispute Resolution process set forth in Article XVII, and subject to the wind down provisions in Section 16.3:

(i) Either Party may unilaterally terminate this Agreement effective as of the close of business on the last day of the Initial Term or any Renewal Term by delivery of written notice of non-renewal to the other Party not less than two (2) years prior to the expiration date of such Initial Term or Renewal Term. In the absence of a timely delivery of a written notice of non-renewal under this Section 16.2(b)(i) or other termination pursuant to this Section 16.2, the Term of this Agreement shall automatically renew as set forth in Section 16.1(b).

(ii) Either UNR Med or Renown may terminate this Agreement immediately upon written notice in the event voluntary or involuntary proceedings in bankruptcy or insolvency are instituted by or against the other Institution, or if a receiver, trustee or custodian is appointed for such other Party, or an assignment for the benefit of creditors is made by such other Party, and any such proceedings are not dismissed or withdrawn within ninety (90) days of filing.

(iii) Either Party may terminate this Agreement immediately upon written notice in the event the other Party (not any individual physician or affiliated entity not essential to the Affiliation) has been excluded, debarred, suspended or disqualified from participation in any Federal Health Care Program.

(iv) If either Party takes any action that constitutes a material breach of its obligations under Article VII of this Agreement, and such material breach is then continuing as of the date of delivery of the notice of termination (provided, however, that if such material breach is reasonably susceptible to cure, the non-breaching Party shall have first provided written notice of such material breach to the breaching Party and afforded the breaching Party ninety (90) days from the date of such notice to initiate curative action which must be fully effective within one hundred and eighty (180) days, provided however, that if such breach is not capable of being cured within one hundred and eighty (180) days and the breaching Party has commenced and is diligently working towards curing such breach, the cure period shall be extended up to the later of an additional ninety (90) days or until such time as the breach is reasonably capable of being cured. Any such termination shall be stayed while the Dispute Resolution process set forth in Article XVII of this Agreement related to or arising out of the material breach is pending.

(v) Renown may terminate this Agreement in the event the sum of (1) UNR Med's funding support from the State of Nevada, and (2) student tuition revenues, decreases Twenty Percent (20%) or more below the amounts of such support reflected in the UNR Medicine audited Financial Statements for the fiscal period ended in June 30, 2022, as adjusted annual pursuant to the Consumer Price Index (a "Funding Shortfall"). UNR Med shall notify Renown in writing of a Funding Shortfall within thirty (30) days of any circumstances or events that are reasonably likely to create a Funding Shortfall or, if such Funding Shortfall was not reasonably anticipated, within thirty (30) days of the end of the applicable annual fiscal period that a Funding

Shortfall occurred. The occurrence of a Funding Shortfall shall result in: (a) right of first offer for Renown to purchase the Basic Science Departments and related research functions; and (b) Renown's right to terminate this Agreement and retain all rights and ownership interest in the Transferred Clinical Operations and Clinical Research. Renown shall have the right to exercise either option (a) and/or (b) within one hundred eighty (180) days of receipt of the written notice of such Funding Shortfall.

(vi) Renown may unilaterally terminate this Agreement by delivery of written notice of termination to UNR at any time if UNR Med (1) fails to maintain accreditation as an undergraduate medical education program from the LCME or any successor organization, (2) is unable to act as the Sponsoring Institution for ACGME purposes, except as otherwise directed by the GME Consortium Counsel, (3) fails to maintain accreditation for its material graduate medical education programs, or (4) no longer operates a teaching and research institution (in each case such termination to be effective as of the date specified in Renown's notice of termination), provided that this termination right shall not apply during any period of probation or conditional accreditation or during the pendency or implementation of a plan of correction or similar cure process. In the event of termination pursuant to this Section 17.1(b)(vi), Renown shall retain all rights and ownership of Clinical Operations and Clinical Research as defined in this Agreement.

(vii) UNR may unilaterally terminate this Agreement if Renown has lost its accreditation to operate as an acute care hospital by The Joint Commission (or comparable accrediting body), provided that this termination right shall not apply during any period of probation or conditional accreditation or during the pendency or implementation of a plan of correction or similar cure process.

(c) Termination for Change in Law. In the event of any significant change, or series of changes in Nevada State or federal law or health care markets, the effect of which is to render this Agreement and/or the purposes contemplated herein illegal or which results in a negative material financial impact greater than Ten Million Dollars (\$10,000,000), as adjusted annually pursuant to the Consumer Price Index, in the reasonable judgment of any Party, or, as applicable: (i) would present a material risk to a Party's material licenses, certifications, accreditations, or permits, leading to allegations of illegality or material violations by a government enforcement agency; (ii) would result in a disproportionate reduction in State funding allocated to UNR Med as compared to other state agencies; or, (iii) would prohibit or restrict a Party or any affiliate of a Party from issuing tax-exempt bonds, certificates of participation or other tax-exempt financial obligations in the reasonable judgment of either Party, the Parties shall negotiate in good faith to make modifications to this Agreement which would overcome such problem or problems to the satisfaction of the Parties. If, after sixty (60) days of such negotiations, the Parties have been unable to modify this Agreement in accordance with the requirements of this paragraph, the matter shall be submitted to the Dispute resolution process set forth in Article XVII. In the event that a mediator determines that necessary modifications to the Affiliation or this Agreement to comply with such changes in law cannot be accommodated without materially and adversely affecting the purposes and goals of the Affiliation, then this Agreement may be terminated by either Party upon two (2) years written notice to the other Party, subject to the wind down provisions of Section 17.3 hereof, or such terms agreed upon in the Dispute Resolution process.

16.3 Termination-Related Wind Down.

(a) In the event of a non-renewal pursuant to Section 16.1(b) or a termination pursuant to Section 16.2, the Parties shall agree on a transition plan as appropriate given the circumstances for the termination or non-renewal (“Transition Plan”). Notwithstanding any termination by either Party provided specifically in Section 16.2 above, this Agreement shall continue for the minimum period required to permit the orderly wind down of the Affiliation without significant disruption to the operations of Renown or UNR, which shall be a minimum period of two (2) years, or such other period as mutually agreed in the Transition Plan (the “Wind Down Period”). In the event of a non-renewal pursuant to Section 16.1(b), the Wind Down Period shall begin upon the notice of non-renewal to the other Party.

(b) After a non-renewal pursuant to Section 16.1(b) or a termination pursuant to Section 16.2, each Party shall act reasonably and in good faith to achieve the orderly wind down contemplated by the Transition Plan during the Wind Down Period, including compliance with the mutual commitments set forth below.

(i) Any unspent and uncommitted capital contributed to the Affiliation as provided herein shall be returned to Renown within a mutually agreeable timeline.

(ii) To the extent Renown makes any capital contributions in connection with the Affiliation and its associated activities and such contributions have not been depreciated as of the termination date of the Affiliation, Renown shall receive reimbursement or credit, as applicable, for such undepreciated amounts in connection with any wind down.

(iii) Any assets or operations jointly developed by the Parties during the Term of the Agreement shall be fairly and equitably allocated between the Parties, or shall be allocated to the Party that provided the primary source of funding for such development and operation of such activity.

(iv) All Disputes that arise within the Wind Down Period shall be resolved through the Dispute resolution process set forth in Article XVII of this Agreement.

(v) The Parties agree that any new entity established pursuant to the Affiliation may continue after the conclusion of the Wind Down Period as mutually agreed by the Parties.

(c) During any Wind Down Period, all relevant terms and provisions of this Agreement will continue to apply with the exception of the covenants set forth in Article VII.

16.4 Effect of Termination. Notwithstanding the foregoing provisions of this Article XVI, unless otherwise agreed by the Parties in writing, the termination of this Agreement for any reason shall not act to release or relieve any Party from liability for any breach of the terms of this Agreement by such Party occurring prior to the effective date of termination.

ARTICLE XVII

DISPUTE RESOLUTION

17.1 Procedure for Resolving Disputes. With respect to the Affiliation or the terms of the Agreement, if any material disagreement, dispute or claim arises between the Parties (collectively referred to as “Disputes” and individually as a “Dispute”) which:

(a) Arises from a breach of this Agreement for an amount in controversy over One Million Dollars (\$1,000,000), as adjusted annually pursuant to the Consumer Price Index;

(b) Arises from a disagreement as to whether an issue falls under a UNR Governance Area or a Renown Governance Area;

(c) Arises from a disagreement as to whether a Funding Shortfall has occurred or is reasonably likely to have occurred;

(d) Arises from a potential breach or interpretation of Article VII of this Agreement;

(e) All Disputes that arise within the Wind Down Period related to the Wind Down; or

(f) Involves disagreement or interpretation between the Parties of Dean/CAO’s hiring, termination, roles or job responsibilities;

then such Dispute shall be resolved in accordance with the procedures set forth in this Article XVII. All such proceedings shall be confidential to the maximum extent permitted by Law.

17.2 Dispute Notices. In the event of a Dispute covered by this Article XVII, either Party may give written notice to the other setting forth the nature of such Dispute (“Dispute Notice”). To be effective under this Article XVII, a Dispute Notice must be delivered by the disputing Party within thirty (30) days of the date of discovery of the event, condition, act or omission giving rise to the underlying Dispute. Any dispute which is not a “Dispute” as defined in this Agreement will be subject to the governance process described herein, including discussion at the AOC.

(b) Negotiation Process.

(i) Within sixty (60) days following receipt of the Dispute Notice, the disputing Party shall present the Dispute to the AOC, which shall meet and, if possible, deliver a resolution to the Parties;

(ii) If the AOC is unable to resolve the dispute within sixty (60) days of the receipt of the Dispute Notice, the disputing party shall deliver the Dispute Notice to the President of UNR and the CEO of Renown who shall meet for discussion and negotiation to attempt to resolve the Dispute.

(iii) If the President of UNR and the CEO of Renown are unable to resolve the Dispute within sixty (60) days of the receipt of the Dispute Notice, then a member of the Renown Board (excluding the President of the UNR) appointed by the executive committee of the Renown Board (the “Renown Designee”) and the Chancellor shall engage in discussions and negotiations (including the physical presence of such persons) to attempt to resolve the Dispute.

(iv) Non-Binding Mediation. If, after a sixty (60) day period during which the Renown Designee and the Chancellor have engaged in such negotiations, the Parties are unable to resolve the Dispute, Renown and UNR shall choose a mutually-agreeable neutral third party mediator with relevant expertise, who shall mediate the Dispute pursuant to the rules and procedures of the American Health Law Association Alternative Dispute Resolution Service Rules of Procedure for mediation. The mediation shall take place (and be completed) as soon as reasonably possible in Reno, Nevada unless otherwise agreed to by the Parties. Mediation shall be non-binding and shall be confidential to the extent permitted by Law. Renown and UNR shall refrain from court proceedings during the mediation process insofar as each can do so without prejudicing its legal rights. Renown and UNR shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. Renown and UNR shall share all expenses of mediation equally, except expenses of the individual Parties to prepare for, participate in and appear at such mediation. Renown and UNR shall be represented in the mediation by a person with authority to settle the Dispute.

(c) Courts and Waiver of Jury Trial. If the Parties fail to reach an amicable settlement as a result of the non-binding mediation process set forth in Section 17.2(b)(iii), either Party shall be permitted to seek injunctive or other equitable relief as permitted herein in any applicable court having jurisdiction in Washoe County, Nevada (pursuant to Section 18.12) after the failure of mediation and amicable settlement discussions referenced herein. No Party to this Agreement or any assignee, successor, heir or personal representative of a Party shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of this Agreement or any other Agreements or the dealings or the relationship between the Parties. No Party will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot or has not been waived. The provisions of this Section 17.2(c) have been fully discussed by the Parties hereto, and these provisions shall be subject to no exceptions. No Party hereto has in any way agreed with or represented to any other Party hereto that the provisions of this Section will not be fully enforced in all instances.

ARTICLE XVIII

MISCELLANEOUS

18.1 Non-Solicitation. Except for Dual Appointments as provided herein, during the term of this Agreement, neither Party will directly solicit or induce for employment any employee of the other Party in a senior leadership position without the prior written consent of the other Party, provided, however, that this prohibition shall not apply to any employees of ICS or UNR Med who accept employment with or are transferred to Renown as part of the Transferred Clinical Operations transaction or otherwise contemplated by this Agreement. Notwithstanding any language to the contrary contained herein, the Parties acknowledge and agree that they are not prohibited from engaging in recruitment or solicitation activities directed to the general public or to targeted listservs,

including but not limited to notices regarding open positions or other similar mass communications related to hiring, even though such communications may be received by senior leadership employees. The Parties acknowledge and agree that this paragraph only bars the Parties from participating in the recruitment or solicitation of any senior leadership employee, not from employing any employee who otherwise applies for employment with the Parties.

18.2 Further Assurances.

(a) By Renown. From time to time following the Affiliation Effective Date, Renown shall, and shall cause its respective affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and assignments and such other instruments, and shall take such further actions, as may be necessary or appropriate to assure fully to UNR and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to UNR under this Agreement, and to otherwise make effective the transactions contemplated hereby and thereby.

(b) By UNR. From time to time following the Affiliation Effective Date, UNR shall, and shall cause its respective affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and assignments and such other instruments, and shall take such further actions, as may be necessary or appropriate to assure fully to Renown and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Renown under this Agreement, and to otherwise make effective the transactions contemplated hereby and thereby.

18.3 Reliance. Each Party represents and warrants to the other Party that (a) it has the authority to bind such Party with respect to the exercise of its rights set forth in this Agreement, including as required pursuant to internal organizational rules and requirements of such Party and (b) the other Party shall be entitled to rely on the exercise of such authority.

18.4 Costs and Expenses. Except as otherwise expressly provided in this Agreement, each of the Parties shall bear its own costs, fees and expenses (including fees, expenses and disbursements of its counsel, financial advisors and accountants) incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement, the consummation of the Affiliation contemplated hereby; provided, however, that to the extent that the Parties jointly engage outside advisors, consultants or other professionals or jointly incur other out-of-pocket expenses in connection with the development and implementation of the Affiliation, the Parties agree to share such associated fees and expenses equally.

18.5 Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, pandemics, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party (excluding the current COVID-19 pandemic, which shall not constitute a force majeure under this Agreement) unless the delay or failure in performance is expressly addressed elsewhere in this Agreement.

18.6 Independent Entities. Except as may otherwise be expressly agreed between the Parties, (a) this Agreement will not constitute the Parties as partners, participants or members of a joint venture, or fiduciaries in any respect, and (b) each Party will remain at all times separate and independent legal entities, with independent governance and independent responsibility for, ownership of, management and control over their respective assets, properties, operations, employees, endowments, donor base, liabilities and other legal obligations. Nothing in this Agreement or in connection with the implementation of the Affiliation as contemplated hereunder shall require Renown to comply with or be subject to Public Records Act and Nevada Open Meeting Law.

18.7 Exhibits and Recitals. The recitals and attached schedules and exhibits constitute a material part of this Agreement and are incorporated into this Agreement and are made a part hereof.

18.8 Captions and Headings. The captions and headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement.

18.9 Construction. The Parties acknowledge that each has participated equally in the drafting of this Agreement and that the language used in this Agreement, and in the event of a Dispute, neither Party will be treated for any purpose as the author of this Agreement nor have any ambiguity resolved against such Party on account thereof (and rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that drafted it, is of no application and is hereby expressly waived).

18.10 Entire Agreement. This Agreement (including the schedules and exhibits hereto and thereto) and the Confidentiality Agreement, along with any agreements, resolutions, certificates, and other documents that are executed concurrently herewith or therewith or that are executed pursuant hereto or thereto, represent the entire understanding and agreement among the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings among or between any of the Parties relating to the subject matter hereof and thereof.

18.11 Amendment; Waiver; Cumulative Remedies. This Agreement can be amended or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, modification or waiver is sought. Additional contracts, agreements, processes, memorandums of understanding, or other documents which are not inconsistent with this Agreement shall not be considered an amendment or change to this Agreement. Any conflict between this Agreement and other subsequent agreement between the Parties that cannot be resolved to give effect to both agreements shall be resolved in favor of this Agreement unless the Parties expressly indicated their intent to amend or change this Agreement and followed the applicable process to make such change or amendment. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. Except as otherwise specifically described in this Agreement, no failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude

any other or further exercise thereof or the exercise of any other right, power or remedy. All rights and remedies hereunder or that are available at law, in equity or otherwise are cumulative and are not exclusive of any other rights or remedies available hereunder, at law, in equity, or otherwise.

18.12 Governing Law; Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without respect to the conflict of law provisions thereof. The exclusive venue for any lawsuit filed by any Party to this Agreement is Washoe County, Nevada. The Parties agree that any of them may file a copy of this Section 18.12 with any court pursuant to the terms of this Agreement, including in Article XVII, as written evidence of the knowing, voluntary, and bargained agreement among the Parties irrevocably to waive any objections to venue or to convenience of forum as set forth herein.

18.13 Notices. Any notices delivered under this Agreement shall be deemed delivered when personally delivered, or five days after they are deposited with the United States Postal Service, certified mail, return receipt requested, or upon delivery by reputable overnight carrier with signature upon receipt required, addressed to the Parties at their addresses set forth below. Either Party may change the address to which notices are to be sent by mailing written notice thereof to the other Party as provided in this Section 18.13.

if to Renown:

Renown Health
Attention: Chief Executive Officer
50 W. Liberty Street Reno, NV 89501
Mailstop: N-14

With a copy to:

Chief Legal Officer
50 W. Liberty Street Reno, NV 89501
Mailstop: N-14
if to UNR:

The Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada, Reno
Attention: President of UNR and Dean of the School of Medicine
1664 N Virginia St, Reno, NV 89557

With a copy to:

General Counsel of UNR and the Senior Associate Dean for Legal Affairs at UNR Med
1664 N Virginia St, Reno, NV 89557

18.14 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance

of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

18.15 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party (by operation of law or otherwise) without the prior written consent of the other Party hereto provided, however, Renown may assign its obligations to an Affiliate or successor without the consent of the other Parties, so long as such successor or assignee is an organization exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code and agrees to continue to be bound by the terms of this Agreement. Renown will not assign this Agreement in connection with any Change of Control Transaction with any third party where such assignment would prevent Renown from materially undertaking its obligations under this Agreement unless (1) such third party agrees to fulfill Renown's obligations under this Agreement or (2) such third party agrees to allow Renown to fulfill its obligations under this Agreement. Any attempted assignment without the required consents or agreements or otherwise in violation of this Section 18.15, if applicable, shall be void.

18.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

18.17 Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement is intended to create, shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement.

18.18 No Intent to Induce Referrals. It is not the intent of this Agreement or any payment hereunder to induce or encourage the referral of patients or the generation of business among any of the Parties.

18.19 HIPAA Compliance. The Parties acknowledge that each of them is a separate "covered entity" as such term is defined under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended and all rules and regulations promulgated thereunder ("HIPAA"). As covered entities, each Party agrees that it shall implement all necessary policies, procedures, and training to comply with HIPAA and other laws, rules and regulations pertaining to the use, maintenance and disclosure of patient-related information. The Parties acknowledge and agree that for purposes of HIPAA compliance each is a participant in Renown's organized health care arrangement ("OHCA"), and further agree to act in accordance with such OHCA designation. The Parties acknowledge and agree that for purposes of HIPAA compliance any Parties and Affiliates that are covered entities under HIPAA may participate in one or more organized health care arrangements (each an "OHCA"), and further agree to act in accordance with any such OHCA designation(s).

18.20 Survival. The rights and obligations of the Parties under Sections 12.2, 12.3, Article XV, Article XVI and this Article XVIII shall survive any termination or expiration of this Agreement. Notwithstanding anything else contained in this Agreement to the contrary, upon termination or expiration of this Agreement for any reason, the Parties shall cooperate in good faith during any Wind Down period and any provisions contained in this Agreement that by their context are intended to survive the termination or expiration of this Agreement through the Wind Down period.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the Affiliation Effective Date.

RENOWN HEALTH

By: _____
Anthony D. Slonim, M.D., DrPH
President & CEO

Date: _____

[Signature Page to the Affiliation Agreement]

**BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION¹**

By: _____
Melody Rose, Ph.D.
Chancellor of the Nevada System of
Higher Education

Date: _____

¹ Approval of this Agreement by the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno and University of Nevada, Reno School of Medicine is contingent upon ratification of the Agreement by the Board of Regents of the Nevada System of Higher Education which is expected to be presented to the Board of Regents of the Nevada System of Higher Education on April 29, 2021, which date shall be the Affiliation Effective Date.

[Signature Page to the Affiliation Agreement]

**BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF
NEVADA, RENO**

By: _____
Brian Sandoval
President of the University of Nevada,
Reno

Date: _____

[Signature Page to the Affiliation Agreement]

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

By: Thomas Schwenk
Thomas L. Schwenk, M.D.
Dean of the University of Nevada,
Reno School of Medicine

Date: Apr 14, 2021

[Signature Page to the Affiliation Agreement]

**UNIVERSITY OF NEVADA, RENO
SCHOOL OF MEDICINE INTEGRATED
CLINICAL SERVICES, INC.**

By: _____
Thomas L. Schwenk, M.D.
President of University of Nevada, Reno
School of Medicine Integrated Clinical
Services, Inc. and University of Nevada
School of Medicine Multispecialty
Group Practice North, Inc.

Date: _____

[Signature Page to the Affiliation Agreement]

EXHIBIT A
AMENDED MSAN ARTICLES

**FIRST AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
UNIVERSITY OF NEVADA SCHOOL OF MEDICINE MULTISPECIALTY GROUP
PRACTICE NORTH, INC.**

The undersigned individual, acting as an officer of University of Nevada School of Medicine Multispecialty Group Practice North, Inc. (the "Corporation"), after adoption of these First Amended and Restated Articles of Incorporation by the Board of Directors, hereby files them under the provisions of Chapter 82 of the Nevada Revised Statutes:

**ARTICLE I
NAME**

The name of the Corporation shall be "Renown Medical School Associates North, Inc."

**ARTICLE II
PERIOD OF DURATION**

The Corporation shall exist in perpetuity, from the date of filing of the Articles of Incorporation with the Secretary of State of Nevada, unless dissolved according to law.

**ARTICLE III
OBJECTS AND PURPOSES**

The Corporation shall be organized and operated as a nonprofit Corporation under the provisions of Chapter 82 of the Nevada Revised Statutes and shall be organized and operated exclusively for charitable, educational and scientific purposes and any combination thereof, within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"), and in this connection, subject to the restrictions set forth below, the objects and purposes of the Corporation and the nature of the business to be carried on by it shall include, but not necessarily be limited to, the following:

- A. To promote the delivery of patient care services in a manner both efficient and compassionate;
- B. To promote access to safety net services to all citizens of the State of Nevada;
- C. To promote the education, learning, and skill of physicians, scientists and allied health professionals;

- D. To promote the conduct of clinical and basic research studies into the prevention, causes, treatment, relief and cure of certain human illnesses and injuries;
- E. To carry out the collaborative purposes described in the Affiliation Agreement by and among Renown Health, The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno and Its School of Medicine The University of Nevada, Reno School of Medicine and the Corporation; and
- F. To do any and all other acts, things, business or businesses in any matter connected with or necessary, incidental, convenient or auxiliary to any of the purposes set forth above directly or indirectly to promote the charitable purposes of the Corporation.

**ARTICLE IV
ADDITIONAL PURPOSE PROVISIONS**

- A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III.
- B. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these First Amended and Restated Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding section of any future federal tax code.
- C. It is intended that the Corporation shall have the status of an organization: (i) that is exempt from federal income tax under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code and that is other than a private foundation by qualifying as an organization described in Section 509(a) of the Code; (ii) to which contributions are deductible for federal income tax purposes under Section 170(c)(2) of the Code; and (iii) to which bequests and gifts are deductible for federal estate and gift tax purposes so long as such taxes shall apply. These First Amended and Restated Articles of Incorporation

shall be construed, and all authority and activities of the Corporation shall be limited, accordingly.

ARTICLE V MEMBERSHIP AND CAPITAL STOCK

The sole Member of this Corporation shall be Hometown Health Plan, Inc., a Nevada nonprofit corporation, which shall be known as the Corporate Member. The Corporation shall have no capital stock.

ARTICLE VI BOARD OF DIRECTORS

The affairs and management of the corporation shall be under the control of the Board of Directors.

ARTICLE VII BYLAWS

Subject to approval by the Corporate Member, the Board of Directors shall have the power to make such bylaws as it may deem proper for the management of the affairs of the Corporation.

ARTICLE VIII NONDISCRIMINATORY POLICY

The Corporation shall make its services, facilities, funds, and programs available to all persons regardless of race, color, creed, national origin, sex, sexual orientation, gender identity, age or disability, and the Corporation shall not in any way discriminate against any person on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity, age or disability.

ARTICLE IX CHANGES IN ARTICLES OF INCORPORATION

- A. Pursuant to the Bylaws, either the Corporate Member or the Board of Directors of the Corporation shall have the right from time to time to propose or recommend that the Corporation be dissolved or that any provision contained in these First Amended and Restated Articles of Incorporation be amended, altered, changed or repealed; provided that no such plan of dissolution or amendment, alteration, change or repeal of the Articles shall become effective unless it has been submitted to and approved by the Corporate Member, and provided that no such amendment, alteration, change or repeal shall be made which shall:
- i. Amend, alter, change or repeal the restrictions set forth in Article IV, unless the Internal Revenue Code changes so that amending, altering, changing or

repealing such restrictions would not disqualify the Corporation for Federal income tax exemption under Section 501(c)(3) of the Code or as an organization, the contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Code and to which bequests and gifts are deductible for federal estate and gift tax purposes so long as such taxes shall apply.

- ii. Operate to permit the use, application or disbursement of any of the principal or income of all or any part of the property of the Corporation for any purpose other than those expressly provided for in these First Amended and Restated Articles of Incorporation or other than exclusively for charitable, educational or scientific purposes.
- iii. Operate to permit the principal or income of any bequest, devise, grant or gift to this Corporation to be used contrary to the conditions, limitations or restrictions contained in any such bequest, devise, grant or gift.

ARTICLE X DISSOLUTION

All the property and assets of the Corporation are irrevocably dedicated to charitable, educational and scientific purposes meeting the requirements for exemption provided by Section 501(c)(3) of the Code. No part of said property or assets shall ever inure to the benefit of any Director or officer of the Corporation, or to the benefit of any private individual. Upon the dissolution, winding up or abandonment of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, shall be distributed to Renown Health or such other 501(c)(3) tax exempt organization(s) selected by Renown Health, which in the selection of Renown Health is engaged in activities similar to those of this Corporation, and which is then qualified as an organization under Section 501(c)(3) of the Code.

ARTICLE XI STATUTORY REFERENCES

All references set forth herein to provisions of the Code shall mean and refer to those sanctions as they now exist, or as they may hereafter be amended, supplanted or revised, or the corresponding provisions of any future United States Internal Revenue Law.

Dated this ___ day of _____, 2021.

[_____] , Assistant Treasurer/Secretary

EXHIBIT B

AMENDED MSAN BYLAWS

**AMENDED AND RESTATED BYLAWS OF
RENOWN MEDICAL SCHOOL ASSOCIATES NORTH, INC.
A NEVADA NON-PROFIT CORPORATION**

**ARTICLE 1
NAME**

The name of the corporation is “RENOWN MEDICAL SCHOOL ASSOCIATES NORTH, INC.,” a Nevada non-profit corporation (the “Corporation”), organized under NRS Chapter 82.

**ARTICLE 2
SEAL**

The Corporation may have a corporate seal, which shall be inscribed with the name of the Corporation, the date of its incorporation and the words “Nevada” and “Seal”.

**ARTICLE 3
NON-PROFIT PURPOSE; NO INUREMENT**

The purposes of the Corporation are set forth in its First Amended and Restated Articles of Incorporation and such articles amended and/or restated thereafter (“Articles”). As a tax exempt entity, no part of the net earnings of the Corporation shall inure to the benefit or be distributable to any director, officer, member or other private person, except that the Corporation is authorized to pay reasonable compensation for services rendered, and to reimburse expenses incurred in connection with services rendered to the Corporation. The Corporation shall not take any action or carry on any activity by or on behalf of the Corporation that is not permitted to be performed by an organization that is exempt under Section 501(c)(3) of the Internal Revenue Code.

**ARTICLE 4
MEMBERS**

One Corporate Member. The sole member of the Corporation shall be Hometown Health Plan, Inc., a Nevada nonprofit corporation (the “Corporate Member”), organized under NRS Chapter 82.

Transfer of Membership. The membership of the Corporate Member may not be assigned or transferred or encumbered in any manner whatsoever, either voluntarily, involuntarily or by operation of law. Any purported or attempted assignment, transfer or encumbrance of such membership shall be void and shall be grounds for termination of the membership.

**ARTICLE 5
MANNER OF ACTION OF THE CORPORATE MEMBER**

Action by the Corporate Member. The Corporate Member shall act by vote of its Board of Directors.

Proof of Action. The vote, written assent or other action of the Corporate Member shall be evidenced by, and the Corporation shall be entitled to rely upon, a Certificate of the Secretary of the Corporate Member stating: (i) the actions taken by the Corporate Member, (ii) that such actions were taken in accordance with the Member Articles and Bylaws and (iii) the authorization of the Corporate Member for such certification.

Requests for Action by the Corporate Member. Requests for action by the Corporate Member may be made through the President and Chief Executive Officer (“CEO”) of the Corporation or such other person as the Board of Directors of the Corporate Member may from time to time designate.

**ARTICLE 6
BOARD OF DIRECTORS**

Powers. The affairs of the Corporation shall be governed by the Corporation’s Board of Directors (“Board of Directors” or “Board”).

Mirror Board. It is the intention of these Bylaws that the board of directors of the Corporate Member serve as the Board, and as such, the Bylaws of the Corporate Member shall govern the number of, and qualifications for service on, the Board of Directors and the election, resignation, removal and other affairs regarding appointment and service of the Board of Directors.

**ARTICLE 7
MEETINGS OF THE BOARD OF DIRECTORS**

7.1. Board Year and Term of Office. The Board year shall be a calendar year commencing on January 1 and continuing through and including December 31, unless changed by a resolution duly adopted by the Board of Directors. The term of office for the officers elected by the Board of Directors shall be a calendar year commencing on January 1 and continuing through and including December 31.

7.2. Place of Meeting. The Board of Directors may hold their meetings and keep the books of the Corporation either within or outside the State of Nevada, at such place or places as they may from time to time determine by resolution or by written consent of all the Directors. The Board may hold their meetings by conference telephone or other similar electronic communications equipment pursuant to which each participant at the meeting can hear the other participants.

- 7.3. Annual Organizational Meeting. The annual meeting of the Board of Directors shall be routinely held in the last quarter of each calendar year. The Directors shall meet for the purpose of organizing the Board, electing Officers and transacting such other business as may come before the Board.
- 7.4. Regular Meetings. Regular meetings of the Board of Directors may be held without notice, regardless of any practice of sending notices of regular meetings, at such time and place as shall from time to time be determined by resolution of the Board. The Board may transact any business that comes before it without limitation. Directors and Committee Members (hereafter defined) are expected to attend all Board and Committee meetings for which they are members and comply with the attendance standards set forth in the *Board Meeting Attendance* policy.
- 7.5. Board Member Stipends and Benefits. The Directors shall receive such compensation for their services as members of the Board and Committees as outlined in the *Compensation for Governing Board Members* policy.
- 7.6. Special Meetings. Special meetings of the Board of Directors may be called for any purpose by or at the request of (i) any three (3) Directors, (ii) the Chair of the Board, or (iii) the President and CEO. Upon being notified of such call, the Secretary shall give notice to each Director, which shall specify the purpose, time and place of the special meeting. The notice shall be delivered by telephone, first-class mail, or email addressed to each Director's address as it is shown on the records of the Corporation and at which the Director has agreed to accept notices; but such notice may be waived by any director. If notice is mailed, it shall be deposited in the United States mail at least four (4) days before the date of the meeting. If the notice delivered personally or by telephone or email, it shall be delivered at least 24 hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meetings. At any special meeting at which every Director shall be present, even though without notice, any business may be transacted and any Director may in writing waive notice of the time, place and objectives of any special meeting.
- 7.7. Quorum. A majority of the whole number of directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. If at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of Incorporation or by these Bylaws. All resolutions adopted and all business transacted by the Board shall require the affirmative vote of a majority of the Directors present at the meeting.
- 7.8. Action in Lieu of Meeting. Any action to be taken at a meeting of the Directors, or any action that may be taken at a meeting of the Directors, may be taken without

a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the whole number of Directors then in office and any further requirements of law pertaining to such written consents have been complied with.

7.9. Meeting Governance. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

ARTICLE 8 COMMITTEES

8.1. Committees Generally. Except as otherwise provided by these Bylaws, the Board may, by resolution, appoint special committees ("Committees"), consisting solely of two (2) or more Directors, or at least one (1) Director and one (1) or more other persons, for any purpose permitted by these Bylaws or as determined appropriate by the Board; and when such Committees are composed solely of Directors, the Board may delegate to such Committees any of the powers and authority of the Board, except the power and authority to adopt, amend, or repeal these Bylaws, or such other powers as may be prohibited by these Bylaws or applicable law. All Committees of the Board shall be chaired by a Director. No act of a Committee composed solely of Directors, when exercising delegated powers of the Board, shall be valid unless approved by the vote of a majority of such Committee's members or by majority written consent of such Committee's members.

Except as otherwise provided in these Bylaws, the Board Committees, if the Board does not act, shall establish rules and regulations for their meetings and meet at such times as are deemed appropriate and necessary. Committees shall keep regular minutes of proceedings and report the same to the Board as the Board may require. Any Committee composed of persons, one or more of whom are not Directors, may act solely in an advisory capacity to the Board. A Committee shall be empowered to fix and determine its procedures, if not addressed by these Bylaws and as long as it is compliant with applicable law.

It is the intention of these Bylaws that the Committees of the Corporation be the identical Committees in term and tenure, as the Committees of the Corporate Member and have identical membership.

8.2. Removal from Membership on Committees. A Committee Member may be removed from a Committee by a majority vote of the Board of Directors, at any regularly scheduled or special meeting of the Board of Directors, whenever in its judgment the best interests of the Corporation would be served thereby.

8.3. Board Members not serving on Committees to have Right to Attend Meetings of all Committees. Except as specified hereinafter, each Board Member desiring to attend meetings of any Committee of the Board, or of any Advisory Committee, shall have the right to attend meetings of each such Committee, whether or not

such Board Member is a member of that Committee. Such attendance may be prohibited by the Chair of any Committee in the event there is a conflict of interest or other reasonable basis to exclude attendance

- 8.4. Executive Committee. The Board shall appoint an advisory body of Board members to be known as the Executive Committee. The Executive Committee shall consist of not more than seven members; the Chair of the Board shall serve as chair of the Committee. The Governance Committee shall nominate the members of the Executive Committee, subject to the approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.
- 8.5. Governance Committee. The Board shall appoint an advisory body of Board members to be known as the Governance Committee. The Governance Committee shall consist of not more than seven members. The Chair of the Board may serve on the Governance Committee, but shall not serve as chair of the Committee. The Governance Committee shall nominate the chair and members of the Governance Committee, subject to the approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.
- 8.6. Finance & Investment Committee. The Board shall appoint an advisory body to be known as the Finance & Strategic Planning Committee. The number of members and the identity of the members of the Finance & Investment Committee, who, except for the Chair, need not be members of the Board, shall be determined by appropriate resolutions of the Board adopted from time to time. The Governance Committee shall nominate the chair and members of the Finance & Investment Committee, subject to the approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.
- 8.7. Quality & Professional Affairs Committee. The Board shall appoint an advisory body to be known as the Quality & Professional Affairs Committee. The number of members and the identity of the members of the Quality & Professional Affairs Committee, who, except for the Chair, need not be members of the Board, shall be determined by appropriate resolutions of the Board adopted from time to time, provided, however, that the following positions serve as ex-officio voting members on the Committee: (i) Renown Regional Medical Center Chief of Staff; and (ii) Renown South Meadows Medical Center Chief of Staff. The Governance Committee shall nominate the chair and members of the Quality & Professional Affairs Committee, subject to the consent and approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.
- 8.8. Audit & Compliance Committee. The Board of Directors shall appoint an advisory body to be known as the Audit & Compliance Committee. The number of

members and the identity of the members of the Audit & Compliance Committee, who, except for the Chair, need not be members of the Board, shall be determined by appropriate resolutions of the Board adopted from time to time. The Governance Committee shall nominate the chair and members of the Audit & Compliance Committee, subject to the consent and approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.

- 8.9. Other Committees of the Board; Delegation of Authority. The Directors may delegate to one or more members of the Board or to any of the Corporation's Officers, agents, or employees, or to any Committee or Committees of the Board in addition to the Executive Committee, such powers and duties as they may deem appropriate and proper. A board Committee may adopt rules for its meetings not inconsistent with these Bylaws or with any policy or rules adopted by the Board of Directors. In the absence of such delegation, either generally or specifically, no member of the Board shall have any authority to act for the Board or for the Corporation solely by virtue of his or her membership on the Board.
- 8.10. Quorum and Vote Requirements. A majority of the voting members of a Committee shall constitute a quorum and any transaction of a Committee shall require a majority vote of the quorum present at any meeting. Each voting member of a Committee, including the person presiding at the meeting, shall be entitled to one (1) vote.
- 8.11. Meetings. Unless otherwise provided in these Bylaws, Committees of the Board shall meet at the same intervals as the Member's Committees. Each Committee shall keep minutes of its proceedings and make a written report to the Board, of its actions within a reasonable time following the meeting.
- 8.12. Term Limit. No person shall serve as a Committee Member for a period of longer than 15 years. The determination of this term limit includes years of service on the Board of Directors or any other Renown Health affiliated or subsidiary entity.

ARTICLE 9 CORPORATE OFFICERS

It is the intention of these Bylaws that the Officers of the Corporation be the identical Officers in term and tenure, as the Officers of the Corporate Member.

- 9.1. Election and Tenure. The officers of the Corporation shall consist of the following: (i) a Chair of the Board of Directors; (ii) a Vice Chair; (iii) a Chief Executive Officer (CEO); (iv) a Treasurer; and (v) a Secretary. These Officers shall be elected or appointed at the annual meeting of the Board of Directors to serve a term of one

year, or such other term as may be provided by resolution of the Board of Directors or the appointment to office, including an indefinite term of service at the pleasure of the Board of Directors. Each Officer shall serve for the term of office for which he is elected or appointed until his successor has been elected or appointed and has qualified, or until such officer's earlier resignation, removal from office, or death. The Board or CEO may also appoint such additional officers deemed necessary for operation of the Corporation. These additional Officers shall serve at the pleasure of the CEO and shall have the powers and duties as assigned to them by the CEO. Any two or more of the above offices may be held by the same person.

Except where otherwise expressly provided in a contract duly authorized and executed by the Corporation, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors. Provided, however, that the removal of any person as a corporate officer shall not affect the removed person's contract rights, if any, with the Corporation.

- 9.2. Chair of the Board. The Chair shall act as Chair of the Board of Directors and shall preside at all meetings of the Board unless by reason of absence, potential conflict of interest or otherwise. In those circumstances, then the Vice Chair shall preside over all or a portion of the affected meeting. The Chair may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation.
- 9.3. Vice Chair of the Board. The Vice Chair shall be vested with all powers and duties of the Chair in the event the Chair is temporarily unavailable or unable to perform the duties hereof.
- 9.4. Chief Executive Officer. CEO shall function as the CEO of the Corporation and shall have general charge and control of all its business, affairs, and properties. The CEO may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation and shall execute all other documents which are normally executed by corporate presidents or which are required to be executed by corporate presidents. The CEO shall further perform such other duties as may, from time to time, be assigned to by the Board.
- 9.5. Treasurer. The Treasurer shall ensure the integrity of financial matters of the Corporation as required by law and these Bylaws. The Treasurer may delegate such powers and duties as necessary. The Treasurer shall have such duties and responsibilities as may be designed by the Board.
- 9.6. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of Directors and all other notices required by law or by these Bylaws, and in the case of the Secretary's absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the Chair, or by the Directors upon whose written request a meeting is called as provided in these Bylaws. The Secretary shall record all the proceedings of the Board in books provided for that

purpose, and the Secretary shall perform such other duties as may be assigned by the Directors or by the Chair. The Secretary shall maintain a register of Directors, showing their current term of office and their maximum allowable time of service. The Secretary shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board or by the Chair, and shall attest the same. In general, the Secretary shall perform all of the duties generally incident to the office of Secretary of a corporation of similar composition, gross receipts, assets, and mission, subject to the direction and control of the Board and the Chair. The Secretary may delegate such powers and duties as necessary.

ARTICLE 10 INDEMNIFICATION

To the fullest extent permitted by applicable law, the Corporation shall indemnify, defend and hold harmless any Director or Officer of the Corporation who is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or on behalf of the Corporation, resulting from any alleged acts or omissions while acting in the course and scope of the person's duties, or while serving as a Director or Officer from all liabilities and expenses, including but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Director to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Director or officer is not entitled to be indemnified by the Corporation.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1. Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each year.
- 11.2. Deposits. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the CFO may select.
- 11.3. Checks, Drafts, or Other Orders for Payment of Money. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned or held by the Corporation requiring signature for transfer shall

be signed or endorsed by such officer or officers, agent or agents of the Corporation and in such manner as determined by the CEO.

- 11.4. Voting Shares and Memberships. The Corporation may vote any and all shares or memberships held by it in any other corporation by such officer, agent or proxy as the Board or CEO may appoint. Such appointee may likewise appoint a proxy to vote said shares or memberships.

ARTICLE 12 AMENDMENTS

The Board of Directors shall have the power and authority to amend, alter or repeal these Bylaws or any provision thereof, and may from time to time adopt additional bylaws.

CERTIFICATE OF SECRETARY

The foregoing Amended and Restated Bylaws constitute the original Bylaws, as amended and restated, of the Corporation as duly adopted by the Board on the [____], 2021.

EXHIBIT C

MSAN MEMBER PRACTICE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made by and between University of Nevada School of Medicine Multispecialty Group Practice North, Inc., a Nevada nonprofit corporation (“MSAN”), and _____, the undersigned Physician Member of MSAN (hereinafter referred to as “Physician Member”), effective as of the date of execution. The Physician Members of MSAN provide clinical services on behalf of MSAN.

This Agreement supersedes and replaces any previous Member Practice Agreement executed by the Physician Member, including any Member Practice Agreement with The University of Nevada, Reno School of Medicine Integrated Clinical Services, Inc. (“ICS”). Physician Member agrees that by entry into this Agreement, Physician Member shall no longer hold a corporate membership interest in ICS. This Agreement is to be applied in conjunction with (i) the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the University of Nevada, Reno School of Medicine (“UNR Med”) professional employment contract with Physician Member, (ii) the integrated compensation plan created by Renown Health (“Renown”) and UNR Med (the “Integrated Compensation Plan”) at such time as it is effective, and as such plan may be amended from time to time, and (iii) the Renown Policies and Procedures; each of (i) – (iii) are made a part of this Agreement by reference, provided, however, that if there is a conflict between the terms of any of (i)-(iii) and this Agreement, this Agreement shall govern.

- I. MSAN or its affiliate bills, collects and supports clinical activities related to its Physician Members. Physician Member consents to MSAN billing and collecting on behalf of Physician Member at Renown or MSAN sites. Physician Member will cooperate as reasonably requested in this process and shall execute and deliver to MSAN such assignments and all documents and instruments as necessary for MSAN to bill and collect for the services. Physician Member will provide professional or clinical services only at Renown or MSAN designated sites of practice, which may be revised by Renown or MSAN from time to time and may include partner sites through contractual arrangements which may also include a further assignment of the right to bill on behalf of the Physician Member. Physician Member shall not contract nor make any arrangements for the provision of services except as expressly permitted under contracts or arrangements entered into by MSAN or Renown. Renown or MSAN shall establish fees for professional services rendered by Physician Member, and Physician Member shall have no personal claim whatsoever to such fees.
- II. There is a separate clinical services agreement (the “Clinical Services Agreement”) between UNR Med and MSAN. A portion of the revenues from MSAN or its affiliate, as determined by Renown, will be transferred to UNR Med as fair market value payment for clinical services pursuant to the Clinical Services Agreement.
- III. Physician Member will be paid a salary by UNR Med for his or her position as a faculty member of UNR Med, which will include FTE-based compensation for clinical services rendered through MSAN to Renown in an amount determined by the Integrated

Compensation Plan (“Clinical Compensation”). Physician Member will document work time in Meditract or a comparable time management tracking software system as determined by Renown. Physician Member shall not be entitled to any other additional payments for clinical services directly from Renown.

- IV. The amount of Clinical Compensation paid to Physician Member may be increased or decreased subject to the timing, terms and conditions of the Integrated Compensation Plan. Clinical Compensation is set at the fair market value for the services furnished by Physician Member, and is within standards necessary to comply with tax-exempt, nonprofit corporation rules, and is not determined in any manner that takes into account the volume or value of referrals or other business generated between the parties. Payment is made pursuant to an agreement that is commercially reasonable and for identifiable services. This Agreement is not intended to induce either Party to refer patients to the other Party or any affiliate of either Party, purchase or order items or services from the other Party, or arrange for or recommend that others purchase or order items or services from the other Party.
- V. Physician Member hereby assigns to MSAN or its affiliate for purposes of billing, collection, administration, and distribution all Service Income (as that term is defined below) earned by Physician Member at any time during the term of this Agreement, except as otherwise expressly set forth below.
 - A. Except as specifically provided in subparagraphs V.B, V.C, V.D, or V.E below, this Agreement is applicable to all income or other compensation or remuneration earned by a Physician Member at any time during the term of this Agreement for professional, clinical, consulting, advisory or similar services, including, but not limited to, fees, retainers, or any other compensation earned for performing patient care, research, administrative, consultative, or training services during the Physician Member’s FTE allocated time, including any work related to Renown for the Healthy NV Project (hereinafter collectively referred to as “Service Income”), provided, however, that any income for work performed for UNR Med subject to the Integrated Compensation Plan and/or any other income that UNR Med, MSAN and Renown determine in writing shall be excluded from Service Income. All Service Income is hereby assigned by Physician Member to MSAN.
 - B. Provided the Physician Member is in compliance with UNR Med’s policies for commercializing intellectual property, then such Physician Member’s royalties, licensing fees and other income from publications, editorial services, patents, copyrighted materials and trade secrets are not assignable Service Income.
 - C. Fees, retainers or any other form of compensation or remuneration earned for services rendered as an expert witness or consultant in a legal matter by Physician Member are not assignable Service Income provided that the Physician Member is in compliance with all Renown policies and procedures and UNR Policies and Procedures for Compensated Outside Activity, including the use of annual leave, when providing such services. Remuneration or compensation earned as a fact

witness and/or educated fact witness (including where Physician Member testifies as the treating physician of a patient, without taking annual leave) is assignable Service Income.

- D. “Exempt Honoraria” is not required to be assigned to MSAN. In order to be characterized as and qualify as Exempt Honoraria under this Agreement, the Honoraria must consist of amounts of money which are provided in exchange for presentations by accomplished faculty who have achieved a level of expertise sought by others outside of UNR Med. Exempt Honoraria must adhere to Renown Conflict of Interest Policies and include one-time payments for lectures, payment for articles, visiting professorships, NIH study sections, payments for service on boards and service in professional societies.

With respect to any honoraria not meeting the requirements for Exempt Honoraria status, Physician Member must receive written approval as provided in paragraph V. E below before entering into such arrangement or transaction.

- E. All Service Income, excluding the income described in paragraphs V. B, C and D above, shall be assigned to MSAN unless the Physician Member obtains an exemption decision as provided in this paragraph V. E. Renown will not permit a Physician Member to engage in activities exempt from assignment as Service Income with another university, medical school or academic practice without the prior approval of the Dean of UNR Med/Chief Academic Officer of Renown (the “Dean/CAO”). Renown through the Dean/CAO shall have sole discretion on whether to permit a Physician Member to engage activities with third parties exempted from assignment as Service Income.

- F. In order for Physician Member’s compensation or remuneration to be exempt from assignment, Physician Member must submit a written request for exemption from assignment to the Dean/CAO that includes the following information: Physician Member name; Physician Member’s Department; the amount and method of determining compensation; the name of individual or entity paying the compensation; a summary description of services Physician Member must provide or other reason for receiving compensation and/or remuneration; a copy of the proposed contract or engagement letter; and the reason(s) Physician Member believes such compensation does not constitute Service Income and therefore should be exempt from assignment.

Oral or informal requests for exemption shall not be considered. The written request for exemption shall be submitted to the Dean/CAO. Physician Member is encouraged, but not required, to use the Service Income Exemption Request Form available from MSAN.

Only the Dean/CAO may approve an exemption request and such approval **must** be in writing. The Dean/CAO shall use reasonable efforts to respond to Physician Member’s written request for assignment exemption within thirty (30) days of

receipt. This thirty (30) day period may be delayed or tolled when reasonable requests for additional information or documents have been made by the Dean/CAO to the Physician Member. **The decision of the Dean/CAO is final and not appealable.** If the Dean/CAO approves the Physician Member's exemption request, the written decision shall be made part of this Agreement by reference.

The Dean's office and the Physician Member are each responsible for maintaining a copy of a written decision approving an exemption request. Any request granted is revocable by MSAN upon thirty (30) days written notice to Physician Member. Granted exemptions may be reviewed by MSAN at any time and are expected to be reviewed by the Dean/CAO on at least an annual basis. Granting of an exemption request does not relieve the Physician Member of a duty to disclose any responsive information in conflict of interest reports.

- G. In each instance in which a Physician Member intends to provide services that may generate income exempt from being classified as Service Income, the Physician Member must, prior to the performance of any such services, advise in writing the person, firm, or agency for whom any services specifically permitted under this Agreement are to be performed that (1) Physician Member is acting solely as an independent contractor, and not as an agent or Physician Member, or under the sponsorship, auspices, or control of either MSAN, Renown, or UNR Med and (2) none of MSAN, Renown or UNR Med assume any responsibility whatever for the acts or omissions of the Physician Member in performing such services.
 - H. Service Income used or retained by Physician Member in violation of the assignment herein must be repaid to MSAN and shall accrue interest at the rate of 18% per annum from the date the service giving rise to the Service Income was performed until such time as the Service Income and all accrued interest are paid to MSAN.
- VI. Physician Member shall render medical services to patients on behalf of MSAN in accordance with the governing documents, policies, contracts and agreements of MSAN and any applicable agreements between MSAN, Renown and UNR Med and/or other agencies and entities with which MSAN may contract.
 - VII. Patients of MSAN may require professional services at any time, including weekends and legal holidays. The Physician Member agrees to fulfill his or her assignments related to call schedules and office operational hours necessary to fulfill the commitments of MSAN to the clinical care of its patients even on weekends and legal holidays.
 - VIII. Physician Member shall at all times fully comply with the Physician Member covenants and duties listed on Addendums I & II of this Agreement.
 - IX. Physician Member shall have no direct interest in the accounts receivable, billings, or cash proceeds therefrom arising from or attributable to Physician Member's Service Income assignable under this Agreement.

- X. The initial term of this Agreement shall be for three (3) years from the date of execution (the “Initial Term”). Upon expiration of the Initial Term, unless either party gives sixty (60) days’ prior written notice to the other party of intention to terminate, this Agreement shall automatically renew for successive one (1) year terms (such renewal terms, together with the Initial Term, are the “Term”). This Agreement may terminate prior to the end of the Term upon either of the following: (a) if the Physician Member’s is no longer an active member in good standing of the Renown Medical staff, as provided in Renown’s Medical Staff Bylaws and/or Renown Policies and Procedures (as each may be amended from time to time); (b) and/or if the Physician Member ceases to be employed by UNR Med. Termination of this Agreement will constitute a default of the Physician Member’s employment contract with the UNR Med. Termination of this Agreement does not affect the rights of MSAN or UNR Med to the assignment of all Service Income earned, generated, received or to which Physician Member became entitled during the term of this Agreement or the enforcement of the restrictive covenant or the payment of damages related thereto, all of which shall survive any termination or expiration of this Agreement.
- XI. In accordance with the Nevada limited waiver of sovereign immunity (Chapter 41 of the Nevada Revised Statutes), Physician Member may be acting as a public employee when participating in approved programs and at approved practice sites and, to the extent eligible for coverage in accordance with the UNR Med’s professional liability insurance coverage document, shall be covered by said document. After termination, Physician Member shall continue to receive coverage under the UNR Med’s professional liability insurance coverage document for the specific period of time Physician Member was a full-time faculty Physician Member at the University of Nevada School of Medicine in such amounts and under such terms as are provided for in the Nevada System of Higher Education professional liability insurance coverage document, as amended from time to time.
- XII. Physician Member and MSAN agree to arbitrate in Reno, Nevada, any and every dispute, claim or question arising out of or relating to this Agreement. Arbitration shall be before one or more arbitrators having experience with health care contracts. Judgment upon the award rendered by the arbitrator may be enforced in any court having jurisdiction and venue. The procedures and rules of arbitration shall be pursuant to Chapter 38 of the Nevada Revised Statutes. Each party to the arbitration shall be responsible for its own expenses, including attorneys’ fees. The arbitrator’s fees and/or expenses shall be shared equally between the parties.
- XIII. Physician Member agrees that (a) it is not entitled to and will not take any tax position that is inconsistent with being a service provider to MSAN, Renown or its hospitals, and (b) it will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to MSAN, Renown or its hospitals.
- XIV. This Agreement shall not be construed or interpreted as an assurance by Renown that Physician Member will receive or continue to hold Medical Staff membership or privileges at Renown’s affiliated hospitals. Application, appointment, reappointment, granting and termination of Medical Staff appointment, credentials and privileges, and any and all

matters related to privileges, credentials and Medical Staff appointment, shall be governed by the applicable Medical Staff Bylaws.

- I. This Agreement shall be binding upon and shall inure to the benefit of the signatories hereto, their respective heirs, devisees, personal representatives, transferees, successors and assigns. This Agreement may be amended and/or assigned only by written agreement between the parties. This Agreement may be executed in more than one counterpart, each of which shall be considered an original. This Agreement is governed by Nevada law and, subject to the agreement arbitrate, shall be subject to the jurisdiction and venue of the courts in Washoe County, Nevada.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date below written.

MEMBER:

MSAN:

UNIVERSITY OF NEVADA SCHOOL OF
MEDICINE MULTISPECIALTY GROUP
PRACTICE NORTH, INC., A NEVADA
NONPROFIT CORPORATION

PRINT NAME

[TITLE]

DATE

SIGNATURE

DATE

ADDENDUM I
TO
MSAN
MEMBER PRACTICE AGREEMENT

MEMBER COVENANT NOT TO COMPETE

- I. Physician Member acknowledges that the MSAN has an investment in Physician Member's professional development, in the treatment of patients and in the clinical practice of MSAN. Physician Member further acknowledges that the Physician Member received and used trade secrets and confidential information from the MSAN including, but not limited to, patient names, clinical partner contract arrangements, patient contact information, patient lists, contracting processes and terms and other confidential information (collectively "Confidential Information"). In addition, Physician Member acknowledges that MSAN would suffer damage if Physician Member were to divulge MSAN's confidential information and trade secrets or compete with the business of the MSAN. In consideration of the above, Physician Member shall not:
 - A. During the term of this Agreement, Physician Member shall not engage in any activity which competes directly or indirectly with MSAN. This includes establishing, operating or providing professional medical services, either in his or her own practice or as an independent contractor, partner, employee, shareholder, owner, or agent of a medical practice, clinic, medical facility or hospital, without the prior written approval of Renown.
 - B. If Physician Member's employment with UNR Med is terminated within the first thirty-six (36) months of employment, then for a period of two (2) years after termination of employment, Physician Member may not establish, operate or provide professional medical services, either in his or her own practice or as an independent contractor, employee, partner, shareholder, owner, or agent of a medical practice, clinic, medical facility or hospital within a twelve (12) mile radius of any MSAN or Renown facility where the Physician Member regularly (2 or more days per calendar month) provided medical services on behalf of the MSAN during his or her employment with the UNR Med. When calculating the thirty-six (36) month period referenced above, Physician Member shall be credited for each consecutive month, or part thereof, of employment held as a Faculty Physician Member (0.5 FTE or higher) during the period immediately preceding the effective date of this Agreement.
 - C. At any time whatsoever, use MSAN's Confidential Information or trade secrets for any purpose other than his or her performance as a Physician Member of MSAN nor disclose such information to any other person or entity, except as required by law or medical ethics.

- II. A Physician Member who violates the restrictions in paragraph I hereinabove, shall pay MSAN all of MSAN's Actual Damages. Physician Member acknowledges that the elements of MSAN's Actual Damages shall include, but not be limited to the following:
 - A. The amounts incurred or expended by Renown, UNR Med and/or MSAN to recruit and relocate Physician Member including but not limited to investments in research, equipment, practice development, and staff;
 - B. The amount by which the Physician Member's salary, benefits and share of allocable expenses and overhead exceeds the Physician Member's cash collections from professional services during the term of Physician Member's employment;
 - C. MSAN's cost of transferring patient records;
 - D. Harm to MSAN's goodwill; and
 - E. MSAN's costs and expense of enforcing this Agreement, including but not limited to attorneys' fees, experts and consultants' fees, court, court reporter, copying and related costs and expenses.
- III. Should Physician Member violate any provision of this covenant not to compete, MSAN shall be entitled to bring legal action for injunctive relief and such other relief as MSAN may deem appropriate.
- IV. Physician Member acknowledges and agrees that these terms and conditions are reasonable as to geographic scope, duration and amount, and reasonably reflect actual damages that MSAN would suffer. Any amounts owed by Physician Member hereunder can be offset by MSAN against any amounts owed by UNR Med and/or MSAN to Physician Member.

Agreed to:
Physician Member:

[TITLE]
[]

PRINT NAME

PRINT NAME

(Temporary faculty are not required to sign this section)

SIGNATURE

DATE

SIGNATURE

DATE

ADDENDUM II
TO MSAN
MEMBER PRACTICE AGREEMENT

PROFESSIONAL CONDUCT AND OTHER RELATED DUTIES
OWED TO MSAN

- I. **PROFESSIONAL CONDUCT.** Physician Member shall at all times during this Agreement conduct Physician Member's professional activities in accordance and compliance with all applicable federal, state, city, and local laws and regulations and standards of his or her profession. Physician Member shall follow the policies and procedures adopted by the MSAN Board and/or Operating Committee. Physician Member shall practice at the locations identified by MSAN. Physician Member agrees that Advance Practice Professionals engaged by MSAN or a Renown hospital shall not perform any service for which a physician is responsible pursuant to the Bylaws, Rules and Regulations or policies of the Medical Staff.
- II. **MEDICAL RECORDS AND RECORDKEEPING.** Physician Member shall complete and maintain, in a timely manner, adequate, legible and proper medical and administrative records with respect to all services rendered to or authorized for patients seen or treated by Physician Member. In addition, Physician Member shall complete in a timely manner all documents necessary for MSAN to obtain reimbursement for the services rendered by Physician Member. This includes completing all documents needed to obtain payment even where Physician Member has provided notice that he or she is leaving UNR Med.
- III. **COMPLIANCE, QUALITY ASSURANCE AND UTILIZATION REVIEW.** Physician Member shall participate in risk management, utilization review and management, compliance programs, cost-effectiveness studies, quality improvement programs and quality assurance plans as are reasonably requested by MSAN, clinical partners and/or third-party payers with whom MSAN contracts. Physician Member shall cooperate with compliance efforts of MSAN including, but not limited to, following the policies adopted by the MSAN Operating Committee and/or Board and participating in compliance programs and timely completing all compliance education required by MSAN. Physician Member will timely complete all conflict of interest disclosures required by UNR and UNR Med.
- IV. **MANAGED CARE AND INSURANCE PLANS.** Physician Member shall participate in all managed care programs, Medicare programs or plans, Medicaid programs or plans, other federal and state health care reimbursement programs, commercial health care insurance programs, and any other HMO, PPO, managed care or health benefit program (collectively "Payer") with which MSAN chooses to contract. Physician Member hereby assigns and shall execute any other assignment of fees or compensation to MSAN arising from a Payer contract if Physician Member is listed as a signatory or participating or in-network provider.

- V. **PRESERVING PHYSICIAN MEMBER'S QUALIFICATIONS.** Physician Member represents Physician Member currently meets the following qualifications and shall at all times during the term of this Agreement maintain the following qualifications:
- A. Licensure and ability to practice in his or her professional discipline in the State of Nevada and any other state designated by MSAN. Physician Member shall have no qualifications, conditions or restrictions on his or her license to practice in Nevada. Physician Member shall notify MSAN immediately of any investigation, discipline, restriction, surrender or any other action which affects the Physician Member's license to practice in the State of Nevada or any other jurisdiction. Physician Member shall notify MSAN immediately if any regulatory agency, licensing board, managed care provider, payor, other hospital, or patient initiates any adverse action or formal review process against Physician Member.
 - B. For Physician Members, maintenance of an unrestricted federal DEA registration to prescribe all medications commonly prescribed by the Physician Member's specialty, as applicable, and any other required certifications as determined by Renown for such Physician Member's specialty.
 - C. Medical Staff membership in good standing at all affiliated hospitals where the Physician Member provides patient care as part of the Physician Member's regularly assigned duties, with appropriate practice privileges and full and timely compliance with the Medical Staff Bylaws, Rules, Regulations and the administrative policies and procedures of said affiliated hospitals.
 - D. Eligibility to provide reimbursable professional services, and participation in the Medicare and Medicaid programs, and other similar state or federal government-sponsored programs.
 - E. Completion of annual Conflict of Interest disclosure form.
 - F. Physician Member warrants and represents that he/she has never been convicted of a criminal offense, assessed civil money penalties pursuant to the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, or been excluded from the Medicare program or any state health care program. Physician Member warrants and represents he/she is not subject to an action or investigation that could lead to the conviction of a criminal offense, the assessment of civil monetary penalties, or exclusion from the Medicare program or any state health care program. Physician Member shall notify MSAN immediately, if an action or investigation arises that could result in the conviction of a criminal offense of Physician Member, the imposition of civil monetary penalties against Physician Member, or the exclusion of Physician Member from the Medicare program or any state health care program.

Agreed to:
Physician Member:

PRINT NAME

SIGNATURE DATE

EXHIBIT D

REPRESENTATIONS AND WARRANTIES OF ICS

For the purposes of this Exhibit D, ICS shall mean ICS and MSAN, as applicable:

1. Organization and Good Standing. ICS is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, with all necessary corporate power and authority to enter into this Agreement and carry out its obligations hereunder for itself and its subsidiary MSAN.

2. Authorization; Due Execution.

(a) ICS has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Affiliation contemplated hereby. The execution and delivery of this Agreement by ICS and the consummation by ICS of the Affiliation as contemplated hereby have been duly authorized by all required corporate action on the part of ICS, and no other corporate proceedings on the part of ICS are necessary to authorize the execution, delivery and performance of this Agreement or to consummate the Affiliation contemplated hereby, provided the Board of Directors of ICS must separately approve the Member Substitution transaction contemplated herein.

(b) This Agreement has been duly and validly executed and delivered by ICS and (assuming the due authorization, execution and delivery by Renown) this Agreement constitutes the legal, valid and binding obligation of ICS, enforceable against ICS in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3. Conflicts; Consents of Third Parties.

Except as set forth on Schedule D-3:

3.1.1 The execution and delivery by ICS of this Agreement, the consummation of the Affiliation contemplated hereby, and the compliance by ICS with any of the provisions hereof, will not conflict with, breach or violate (with or without notice or lapse of time, or both) (i) any Contract or Permit to which ICS is a party or by which any of the properties or assets of ICS is bound; (ii) any Order of any Governmental Body applicable to UNR or ICS or any of the properties or assets of ICS as of the date hereof; or (iii) any applicable Law, other than, in the case of the foregoing clauses such conflicts, breaches or violations that would not have a Material Adverse Effect on ICS.

3.1.2 No consent, waiver, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person is required on the part

of UNR or ICS in connection with the execution and delivery of this Agreement, the compliance by UNR or ICS with any of the provisions hereof, or the consummation of the Affiliation contemplated hereby.

4. Legal and Regulatory Compliance. Except as described in a writing delivered by UNR counsel to Renown counsel within five (5) days of the Affiliation Effective Date:

(a) ICS is, and for the past five (5) years has been, in material compliance with all applicable Laws, including relevant Laws of any Governmental Body having jurisdiction over ICS (as applicable) and the operations of its facilities and related ancillary services.

(b) Neither ICS nor any of its officers, directors, trustees, agents or employees has engaged at any time in any activities in violation of 42 U.S.C. §§ 1320a-7, 1320a 7a, 1320a-7b, 1395nn, and 1396b, 31 U.S.C. §§ 3729-3733, or any other applicable federal or state statutes related to illegal payments for referrals, kickbacks, self-referral or false or fraudulent claims, the regulations promulgated pursuant to such statutes, or any related state or local statutes or regulations. Neither nor ICS, nor any of its officers, directors, trustees or managing employees, is excluded from participation in the Medicare, Medicaid or CHAMPUS/TRICARE programs, nor has any such exclusion been pending or, to the Knowledge of ICS, threatened.

(c) ICS has not experienced a breach of protected health information that was required to be reported pursuant to 45 CFR 164.400 et seq. or other applicable federal, state or local Laws. ICS has established and implemented such policies, programs, procedures, contracts and systems, as are necessary to comply with Health Insurance Portability and Accountability Act of 1996 (Pub. Law 104-191), and the regulations set forth at 45 C.F.R. Parts 160, 162 and 164, (“HIPAA”), as amended by Health Information Technology for Economic Clinical Health Act, Division A, Title XIII § 1301 et. seq. of the American Recovery and Reinvestment Act of 2009 (“HITECH”). To the Knowledge of ICS, ICS has maintained an accounting of any disclosures required by HIPAA, as amended by HITECH.

(d) Within the past five (5) years, ICS has not been a party to, or, to the Knowledge of ICS, has been threatened with, any proceeding or investigation by any Governmental Body alleging or based upon a violation of any material Law.

5. Financial Statements. ICS has delivered to Renown copies of the following consolidated and consolidating financial statements of ICS (collectively, the “Financial Statements”):

5.1.1 Unaudited Balance Sheet dated as of December 31, 2020 which is the most recent date as of which they have been prepared and internally distributed (the “Balance Sheet Date”); and

5.1.2 Audited Balance Sheets for the fiscal years ended June 30, 2019 and 2020.

The above referenced unaudited and audited Financial Statements have been prepared in accordance with GAAP, consistently applied and are based on or derived from the books and records of ICS; and the Balance Sheets present fairly in all material respects the financial

condition of ICS as of the dates indicated thereon. ICS has not changed any material accounting policies and/or methodologies during the periods presented in the Financial Statements except as noted therein or as required by GAAP or applicable Law.

6. Licenses. ICS has all material licenses, registrations, certifications, permits and approvals required for the operation of their respective businesses, as currently conducted, pursuant to the applicable federal laws and the laws of the State of Nevada. ICS has not received written notice of any actual or threatened limitation on or revocation of any such material license, registration, certification, permit or approval. ICS has made available to Renown copies of all survey reports, plans of correction and related material correspondence with respect to ICS.
7. Medicare Participation/Accreditation. ICS: (i) is currently participating in the Medicare, Medicaid and CHAMPUS/TRICARE programs (the “Government Programs”); (ii) has a current and valid provider contract with such programs; (iii) is in material compliance with the conditions of participation in such Government Programs; (iv) is duly accredited, with no contingencies, by The Joint Commission, with a copy of the most recent accreditation letter from The Joint Commission pertaining to each facility having been made available to Renown; and (v) makes claims for provider-based reimbursement only if eligible therefor. The billing practices of ICS with respect to all third-party payors, including without limitation the Government Programs and private insurance companies, have been in material compliance with all Laws, regulations and policies of such third-party payors. ICS has not billed, received and retained any payment or reimbursement in excess of amounts allowed by Law. ICS has no liabilities to any third party contractor administering the Government Programs, or directly to the Government Programs for the recoupment of any material amounts previously paid to ICS by any such third party contractor or Government Programs, there is no basis for any such recoupments, except as recorded as a contingent or actual liability on the books of ICS, or as previously disclosed in writing to Renown. ICS has timely filed all requisite claims and cost reports required to be filed in connection with the Government Programs, due on or before the date hereof, all of which are complete and correct in all material respects. There are no claims, actions or appeals pending before any commission, board or agency, including, without limitation, any contractor, the Provider Reimbursement Review Board, the Centers for Medicare and Medicaid Services (“CMS”), any State Health Agency, or other authority, with respect to any Government Program claims filed by ICS on or before the date hereof or any disallowances by any commission, board or agency in connection with any audit inquiry or review of such claims. To the Knowledge of ICS, no event has occurred which with the giving of notice, the passage of time or both would constitute a violation of ICS’s Medicare or Medicaid provider agreement.
8. Litigation. ICS has delivered to Renown an accurate list (Schedule D-8) of all ongoing litigation and investigations with respect to ICS to which ICS is a party. ICS is not in default under any order of any Governmental Body wherever located. Except as set forth on Schedule D-8, there are no claims, actions, suits, proceedings, or investigations pending or, to the Knowledge of ICS, threatened against or related to ICS, at law or in equity, or before or by any Governmental Body wherever located.

9. Taxes.

- 9.1.1 ICS has filed on a timely basis (subject to extensions duly obtained) all federal, state and local tax returns, including applicable income, payroll, employment, withholding, information, excise, sales, real and personal property, use and occupancy, business and occupation, gross receipts, mercantile, real estate, capital stock and franchise or other taxes (collectively, "Taxes") required to be filed by them (collectively, the "Tax Returns"). All Tax Returns are true and correct and accurately reflect the tax liabilities of ICS. All amounts shown due on the Tax Returns, if any, have been or will be paid on a timely basis (including any interest or penalties and amounts due state unemployment authorities) to the appropriate tax authorities or have been adequately reserved against on the Financial Statements.
- 9.1.2 ICS has withheld proper and accurate amounts from their respective employees' compensation in compliance with all withholding and similar provisions of the Code, including employee withholding and social security taxes, and any and all Laws, and ICS is not liable for any arrears of any tax or penalties for failure to comply with the foregoing. All such amounts have been duly and timely remitted to the proper taxing authority.
- 9.1.3 No material deficiencies for any Taxes have been asserted or threatened, and no audit of any Tax Returns is currently under way or threatened. There are no outstanding agreements, existing or proposed, between ICS and any taxing authority for the extension of time for the assessment of any Taxes, and no action, proceeding or audit of ICS is threatened against such entities or their assets or operations.
- 9.1.4 No Tax Liens have been asserted or threatened against any of the assets of ICS, and ICS has not received written notice of Tax Liens on any of the assets of ICS.
- 9.1.5 To the Knowledge of ICS, compensation provided by ICS to its executives within the past five (5) years does not violate federal or state laws and regulations, including the provisions of the Code pertaining to Section 501(c)(3) tax-exempt organizations and all regulations promulgated thereunder.

10. Employee Relations.

- 10.1.1 Within five (5) Business Days of both the Affiliation Effective Date and the Member Substitution Closing Date, UNR Med shall transmit to Renown a true and correct list of all Employees of ICS and their

names, employee identification numbers, and whether such Employees are active or on leave (and if on leave, anticipated return date) as of the Affiliation Effective Date or the Member Substitution Closing Date, as applicable.

10.1.2 With respect to ICS, (i) no union or labor organization is currently certified or recognized to represent employees of ICS; (ii) no demand for recognition has been made by any labor union with respect to ICS within the past three (3) years; (c) there is not presently pending or, to the Knowledge of ICS, threatened, and has not been pending or, to the Knowledge of ICS, threatened within the last three (3) years, any (i) labor organizing activities, requests for representation, strike, slowdown, picketing, walkouts or work stoppage against ICS, or (ii) any proceeding against ICS alleging a violation of any Laws pertaining to labor relations, including without limitation any charge, complaint, or unfair labor practices claim filed, threatened, or unresolved by an employee, union, or other person with the National Labor Relations Board, any comparable Governmental Body, or any court or arbitrator. There is no collective bargaining agreement currently in existence or being negotiated by ICS.

10.1.3 Except as set forth on Schedule D-10.1.3, ICS has complied with all Laws relating to equal employment opportunity; nondiscrimination; retaliation; immigration; wages, hours and, overtime; classification of employees under the Fair Labor Standards Act and any similar state or local law; affirmative action; benefits; payment and withholding of employment, social security, and similar taxes; occupational safety and health; and plant closing. In addition, (a) ICS is not liable for the payment of any compensation, damages, taxes, fines, penalties, interest, or other amounts, however designated, for failure to comply with any of the foregoing Laws; and (b) there are no pending, or to the Knowledge of ICS, threatened claims before the Equal Employment Opportunity Commission (or any comparable state civil or human rights commission or other Governmental Body), complaints before the Occupational Safety and Health Administration (or any comparable state safety or health administration or other Governmental Body) or wage and hour claims before a Governmental Body, and in each case, have been no such complaints or claims within the last three (3) years.

11. Agreements and Commitments. As of March 31, 2021 and updated again as of five (5) Business Days prior to the Member Substitution Closing Date, set forth on Schedule D-11 is an accurate list of all contracts, leases, and agreements, written or oral, currently in effect, to which ICS is a party or by which it is bound with a value in excess of Ten Thousand Dollars \$10,000 (the “Contracts”): ICS represents and warrants with respect to the Contracts that:

11.1.1 The Contracts constitute valid and legally binding obligations ICS and are enforceable against ICS in accordance with their respective terms, except as enforceability may be limited by: (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally;

11.1.2 ICS is not in material breach of any Contract nor has it received written notice of any material default under any Contract that has not been cured, and each of such Contracts is now in full force and effect.

11.1.3 The completion of the Transaction will not result in any material penalty, premium or variation of the rights, remedies, benefits or obligations of any party under any of the Contracts;

11.1.4 Each Contract was entered into without the commission of any act, or any consideration having been paid or promised, which is or would be in violation of any Laws.

12. Insurance. Schedule D-12 is an accurate schedule of the insurance policies or self-insurance funds maintained by ICS covering the ownership and operations of ICS, indicating the type of insurance, policy numbers, identity of insurers and insureds, amounts, and coverage. All of such policies are in full force and effect with no premium arrearage. ICS has given in a timely manner to their insurers all notices required to be given under their insurance policies with respect to all of the claims and actions to be covered by insurance. ICS has not received any notice or other communication from any such insurance company canceling or materially amending any of such insurance policies, and, no such cancellation or amendment is pending or, to the Knowledge of ICS, threatened.

13. Intellectual Property; Computer Software. Schedule D-13 lists all registered or otherwise material Intellectual Property currently owned by ICS (collectively, the "Owned Intellectual Property"). No proceedings have been instituted, nor are any pending or threatened, that challenge the validity of the ownership by ICS of the Owned Intellectual Property and, to the Knowledge of ICS, there is no basis therefor. Except as set forth on Schedule D-13, ICS has not licensed anyone to use such Owned Intellectual Property and there has been no material use of or infringement of any such Owned Intellectual Property by any other Person. ICS owns (or possesses adequate and enforceable licenses or other rights to use) all material Intellectual Property and material computer software programs and similar information systems used in the conduct of their business.

14. Compliance Program and Related Matters.

14.1.1 ICS has provided Renown access to all current Compliance Program policies of ICS, including without limitation principal program

descriptions, compliance officer and committee descriptions, ethics and risk area policies, representative training and education materials, representative auditing and monitoring protocols, reporting mechanisms, and disciplinary policies. ICS: (i) is not a party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (ii) has any compliance-related reporting obligations pursuant to any settlement agreement entered into with any Governmental Body; (iii) ICS, has not been the subject of any government payor program investigation conducted by any federal or state enforcement agency within the past five (5) years; (iv) have not been a defendant in any unsealed qui tam/False Claims Act litigation within the past five (5) years; and (v) have not been served with or received, within the past five (5) years, any search warrant, subpoena, or civil investigative demand by or from any federal or state enforcement agency (except in connection with third parties who may be defendants or the subject of investigation into conduct unrelated to the conduct of ICS).

14.1.2 Subject to preservation of the applicable peer review privilege, UNR Med and/or ICS has also provided Renown with a list of any known state or federal Governmental Body investigations of employed or non-employed physicians that have in the past twelve (12) months or are currently seeking Medical Staff privileges at Renown that have come to the attention of UNR Med's credentialing committee.

15. Tax-Exempt and Public Charity Status. ICS is in material compliance with all provisions of the Code and the Treasury regulations thereunder and the IRS has not (a) taken, or, proposed to take, any action to revoke the tax-exempt status of ICS that has tax-exempt status, (b) notified ICS of any inquiry or jeopardy concerning such Entity's tax-exempt status, or (c) determined in writing or, proposed to announce, that UNR Med ICS is a "private foundation" within the meaning of Section 509(a) of the Code. There has been no material change in the organization or operation of any of ICS that would result in a loss by ICS of its status as an organization described in Section 501(c)(3) of the Code or as a public charity and not a "private foundation" within the meaning of Section 509(a) of the Code. To the Knowledge of ICS, no event or condition has occurred which could reasonably be expected to jeopardize the tax-exempt or public charity status of ICS.

16. Personal Property. All tangible and intangible personal property owned, leased or used or held for use in connection with the business of ICS, including all equipment, furniture, Fixtures, machinery, vehicles, office furnishings, instruments, leasehold Improvements, spare parts, and all rights in all warranties of any manufacturer or vendor with respect thereto, is in good operating condition and repair, except for ordinary wear and tear, and, as of the Closing, will be free and clear of encumbrances.

17. Debt. Except for the Existing Debt, ICS is not subject to any encumbrance or any covenant or obligation relating to the Existing Debt pursuant to any trust indenture, loan agreement or other agreement entered into in connection with the Existing Debt.
18. Title; Sufficiency. The Transferred Clinical Operations being conveyed by ICS to Renown hereunder comprise substantially all of the property and assets used in the conduct of the clinical operations of UNR Med as currently conducted. ICS has good and marketable title to the Transferred Clinical Operations, free and clear of all liens, mortgages, security interests, options, pledges, charges, covenants, conditions, restrictions and other encumbrances and claims of any kind or character whatsoever, other than the Permitted Liens as set forth on Schedule D-18 hereof.
19. COVID-19 Funding. Except as set forth on Schedule D-19 ICS has not received or applied for any grants, funds, payments, loans, deferrals of other governmental payments or taxes, including employment or social security taxes, or other stimulus money, including advanced Medicare payments, related to the COVID-19 pandemic or for funds used to supplement for financial losses arising from the COVID-19 pandemic (collectively “COVID-19 Funding”). ICS has complied in all material respects with all applicable government regulations and procedures in connection with its receipt of COVID-19 Funding, including signing and submitting all required attestations, waivers or releases accepting or rejecting funds, agreeing to terms and conditions associated with receipt of such funds, and submitting to HHS all required revenue and other information. All funds received by ICS pursuant to the CARES Act Provider Relief Fund are set forth on Schedule D-19 have been used for healthcare related expenses or lost revenue attributable to COVID-19.
20. Employee Benefit Plans. Schedule 3.4(o) sets forth each “employee benefit plan” (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), without regard to whether such employee benefit plan is subject to ERISA) and any other benefit or compensation plan, agreement, program or arrangement (whether written or unwritten) maintained, established or sponsored by ICS, or which ICS has, or can reasonably be expected to have, any liability (fixed, contingent or otherwise) (the “Employee Benefit Plans”). ICS has made all required contributions and has complied in all material respects with all applicable laws with respect to each Employee Benefit Plan, including ERISA, the Internal Revenue Code of 1986, as amended (“Code”) and the Affordable Care Act (“ACA”). ICS does not maintain, sponsor or have any liability (fixed, contingent or otherwise), including as an ERISA Affiliate, with respect to (i) a defined benefit pension plan or any plan, program or arrangement subject to Title IV of ERISA, Section 302 or 303 of ERISA or Sections 412 or 436 of the Code, (ii) any “multiemployer plan” (as defined in Section 3(37) of ERISA), (iii) any “multiple employer plan (as defined in Section 413(c) of the Code), or (iv) any “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA) and neither ICS nor any ERISA Affiliate has maintained, contributed to, been required to contribute to, or had any liability (fixed, contingent or otherwise) with respect to any plan described in clauses (i), (ii), (iii) or (iv) above within the last six (6) years prior to the date of this Agreement. ICS does not contribute to or have an obligation to contribute to, or have any liability (fixed, contingent or otherwise) or potential liability, including as an ERISA Affiliate, with respect to, any Employee Benefit Plan providing health or life insurance or other welfare-type benefits to retired or terminated employees or other service providers

(or any spouse or other dependent thereof) other than in accordance with Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar applicable state law; and each employee pension benefit plan that is intended to be qualified under Section 401(a) of the Code is so qualified, and nothing has occurred, whether by action or failure to act, which could reasonably be expected to cause a loss of such qualification. For purposes of this Section F-20, an “ERISA Affiliate” is any entity that is considered a single employer with ICS under Section 414 of the Code.”

21. Knowledge. References in this Agreement to the “Knowledge of ICS,” or words of similar effect, mean the actual but not imputed or constructive knowledge of UNR Med’s Senior Associate Dean for Administration and Finance.

EXHIBIT E

GME CONSORTIUM COUNCIL CHARTER

**GRADUATE MEDICAL EDUCATION
CONSORTIUM COUNCIL CHARTER**

RENOWN HEALTH (“RENOWN”)

AND

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO, AND ITS SCHOOL OF
MEDICINE, THE UNIVERSITY OF NEVADA, RENO SCHOOL OF MEDICINE (“UNR
MED”)**

This Charter, a component of the affiliation among the parties identified above (the “Parties”), creates the Graduate Medical Education Consortium Council (“Consortium Council”) to determine and direct the shared graduate medical education (“GME”) activities of the Parties (the “GME Alliance”) during the term of the Affiliation Agreement between the Parties dated as of April 29, 2021 (the “Affiliation Agreement”) which describes the affiliation among the Parties (the “Affiliation”).

1. Statement of Purpose. The Parties created the Consortium Council to coordinate their GME Alliance activities by and among themselves and for the admission of future members of the Consortium Council, in compliance with applicable laws, accreditation requirements, and the strategic direction of the Parties for GME as determined through the Consortium Council.
2. Oversight. The GME Alliance activities are subject to the terms and conditions of this Charter, applicable law and applicable accreditation requirements. Implementation, supervision and oversight of the activities of the GME Alliance shall be by the Dean of UNR School of Medicine/Chief Academic Officer of Renown (the “Dean/CAO”). The Sponsoring Institution shall fulfill all Institutional Requirements of the Accreditation Council for Graduate Medical Education (“ACGME”) and such other accrediting bodies or specialty authorities for unaccredited programs as may be present for such other GME programs consistent with the Consortium Council’s recommendations, guidance and direction, as applicable under this Charter.
3. Scope. The Consortium Council may, subject to Section 4 and Section 5:
 - a. Recommend, monitor and foster the strategic direction for the GME Alliance activities to be conducted under the Affiliation.

- b. Provide proposed guidance to assure high quality GME for the Affiliation.
 - c. Foster innovation in the deployment of GME resources for the Affiliation.
 - d. Recommend changes to existing GME training programs and the creation of new programs for the GME Alliance to align them with the clinical education structures and the strategic direction of the Affiliation.
 - e. Recommend changes regarding the employer of record of Residents and Fellows in accordance with applicable law and ACGME requirements.
 - f. Make recommendations on matters presented by the DIO (as defined below) to the Consortium Council relating to the responsibilities of the Sponsoring Institution under applicable ACGME requirements.
4. Limitations. Subject to Section 5, the Sponsoring Institution (as defined below) shall not be required to give effect to recommendations by the Consortium Council which would cause the Sponsoring Institution to violate: (a) the Common Program requirements established by the ACGME for residency and/or fellowship programs; (b) the specific program requirements established by the ACGME for a specific residency and/or fellowship program; (c) any ruling, decision, settlement or consent item agreed to by and between the ACGME and the Sponsoring Institution (e.g. agreements following a site visit), provided that the Consortium Council shall have the right to review and provide input with respect to any such agreement by the Sponsoring Institution and (d) the ACGME Institutional Requirements (collectively, the “Limitations” and each, a “Limitation”).
5. Priority of Application. In the event of any conflict between a decision or recommendation of the Consortium Council as provided herein and any Limitation, the Sponsoring Institution shall specify such conflict in writing to the Dean/CAO within thirty (30) days of the approval of any decision or recommendation that gave rise to the conflict. The Dean/CAO shall within thirty (30) days of receipt of such notice, either (i) determine that no conflict exists, in which case the Sponsoring Institution shall implement the decision or recommendation of the Consortium Council, or (ii) determine that a conflict exists, in which case the Dean/CAO shall propose a plan of implementation of the Consortium Council’s recommendation which takes into account the Sponsoring Institution’s compliance with applicable ACGME requirements.
6. In the event that the Dean/CAO determines that a conflict does exist, the Dean/CAO may provide recommendations to the Consortium Council on possible approaches that would reconcile the conflict.
7. Funding. The Consortium Council, Renown and the Sponsoring Institution shall together determine and maintain sufficient funding (which funding may be from various sources) for those programs agreed upon by the Consortium Council pursuant to this Charter, which shall be effected via appropriate written documentation among the Parties and third parties as appropriate. Neither Sponsoring Institution nor Renown shall be required to give effect to recommendations by the Consortium Council for which adequate funding is not readily anticipated and clearly identified.

8. Objectives and Authority. The Consortium Council may undertake the following, subject to Section 4 and Section 5 above:
- a. To guide GME operations for the ACGME accredited and other graduate education programs such that the conduct of the GME Alliance promotes and reinforces the clinical, research and educational goals of the Affiliation.
 - b. To explore and propose the efficient and effective use of GME funding in furtherance of the accredited and unaccredited programs operated under the Affiliation.
 - c. To explore, fully understand, and determine how to secure for the GME Alliance under the Affiliation the full extent of GME funding from any and all sources, and to recommend to the Parties how such GME funding may be maximized, including all existing GME funding sources.
 - d. To make recommendations with respect to modifications of existing accredited and unaccredited GME programs and the creation of new accredited or unaccredited GME programs, provided that the such proposals shall be implemented by the Parties to the extent that:
 - i. Modifications of existing programs are structured to allow that the Sponsoring Institution and its individual training program(s) may meet all ACGME requirements for trainees already participating in the program(s) at the time of the modification decision. In the first eight (8) years after the establishment of this Consortium Council, any decision to close a program that exists as of the establishment of this Consortium Council shall require the affirmative vote of at least five (5) Renown Members and one (1) UNR Member of the Consortium Council, where such UNR Member may be the Dean/CAO, which ratio of affirmative votes shall be updated proportionately if the number of Members is modified as provided herein (the “Supermajority Vote”);
 - ii. Such recommendations are structured such that the accreditation requirements for the new program(s) selected are reasonably expected to be fulfilled within the clinical environment controlled by the Affiliation, e.g. sufficient clinical experience volumes are present or are expected to become present through the Affiliation;
 - iii. Such recommendations identify sufficient new available GME funding from sustained sources to fully support the creation and operation of the new program(s); and
 - iv. Such recommendations do not jeopardize the accreditation of the existing accredited programs operated under the Sponsoring Institution, subject to modifications as provided above, or, with respect to the clinical learning environment and the financial support of the existing programs, provide alternatives within the Affiliation that are anticipated to be acceptable to

the continued accreditation of the existing programs, as modified, and their sound financial operations.

- e. To establish the timeline for the implementation of the decisions within the authority of the Consortium Council, including actions to be taken by the Sponsoring Institution to effect such decisions, subject to the Limitations as set forth above.
- f. To conduct an evaluation of the structure of the GME Alliance at the eighth (8th) anniversary of the Affiliation, and thereafter on a timeline determined by the Consortium Council, to consider modifications of the GME Alliance structure, provided such modifications are reasonably and objectively intended and expected to enhance efficiency and efficacy in delivering medical education, considering undergraduate and GME, to the community. Additionally, following a material change of legal or accreditation requirements applicable to the GME training programs at Sponsoring Institution, the Consortium Council may also conduct an evaluation of the structure of the GME Alliance to consider modifications of the GME Alliance to address the applicable changes. All decisions on recommendations for changes to the structure of the GME Alliance pursuant to this Section 7.f shall require a Supermajority Vote.

9. Council Composition.

- a. The Consortium Council shall consist of nine (9) Council Members, five (5) Council Members selected by Renown (the “Renown Members”), three (3) Council Members selected by UNR Med (the “UNR Members”), one of whom shall be the Dean of the UNR School of Medicine/Chief Academic Officer of Renown who shall serve as an ex officio voting member of the Council, and one (1) Council Member appointed by and as a representative of the Ioannis A Lougaris Veterans Affairs Medical Center (the “VA Member”). The Renown Members, UNR Members and VA Member are collectively the “Initial Consortium Council Members”.
 - i. Additional organizations to appoint Consortium Council Members in addition to the Initial Consortium Council Members, may be added by Supermajority Vote. If additional Members are added, additional Renown Member and UNR Member positions shall be created and appointed by their respective organizations, such that the existing proportion of Renown Members and UNR Members to total Members is maintained, taking into account the total size of the Consortium Council after adding the additional Members.
 - ii. To be eligible, any such additional third-party organization who may be granted the authority to appoint an additional Council Member as described above shall commit to and be able to provide (i) training for ten percent (10%) or more of the Sponsoring Institution’s full complement of resident/fellow FTEs, or (ii) funding to the Sponsoring Institution equal to

ten percent (10%) or more of the annual funding received by the Sponsoring Institution.

- b. The Consortium Council Chair shall be the Dean /CAO, and such function shall be a duty of the Dean/Chief Academic Officer position.
- c. The Consortium Council Chair may elect to appoint and have present at meetings Guest Members to assist in assessing matters before the Consortium Council, who may participate without vote at meetings designated by the Consortium Council Chair.
- d. The Designated Institutional Official (“DIO”) of the Sponsoring Institution may attend all meetings of the Consortium Council without vote to participate in Consortium Council meetings and deliberations and to provide the Consortium Council with information about existing and possible new programs to be added under the Sponsoring Institution, and such other information that the Consortium Council may request.

10. GME Reporting and Structures.

- a. Sponsoring Institution. Subject to Section 7.f of this Charter, the ACGME sponsoring institution for all GME programs operated through the Affiliation shall be the University of Nevada, Reno School of Medicine (the “Sponsoring Institution”). The Graduate Medical Education Committee (“GMEC”) of the Sponsoring Institution, which shall include at least one representative from Renown, will be a separate body from the Consortium Council. The GMEC shall have the responsibilities and oversight required pursuant to the ACGME Institutional Requirements and other applicable requirements for GME programs.
- b. DIO. The DIO shall be appointed by the Dean/Chief Academic Officer. The DIO shall be employed by the Sponsoring Institution in performing the role of DIO, unless it is agreed by and among the Consortium Council, UNR Med and Renown that employment of the DIO by another entity is in the best interest of the GME Alliance and is consistent with applicable law and ACGME accreditation standards. The DIO may have a Dual Appointment as defined in Section 1.1 of the Affiliation Agreement, so long as the DIO’s authority, role and duties are compliant with ACGME requirements for administration of the GME programs.
- c. Graduate Medical Education Master Affiliation Agreement. The Parties have entered into that certain Graduate Medical Education Master Affiliation Agreement dated July 1, 2019, as amended (the “Existing GME Agreement”) which sets forth their mutual understanding with respect to their existing GME programs. The Consortium Council shall be advisory to the Parties with respect to the Existing GME Agreement and may recommend renewing, amending or terminating the Existing GME Agreement, subject to the Limitations and Section 7.f as set forth herein.

- d. Future Master GME Agreements. Upon expiration of the current Existing GME Agreement, or if, pursuant to Section 7.f above, there is a future change in the organization designated as the Sponsoring Institution, the Consortium Council, subject to the limitations of this Charter and the Affiliation Agreement, shall oversee and approve the subsequent Graduate Medical Education Master Affiliation Agreements.
- e. Third Party Agreements. The Consortium Council may review and recommend other Graduate Medical Education Master Affiliation Agreements and the terms thereof between the Sponsoring Institution and other entities who may be identified with respect to the appointment of additional Consortium Council Members pursuant to Section 8.a. The Sponsoring Institution may, based on a process approved by the Consortium Council, independently determine and implement Program Letter Agreements and such other clinical training site, research and educational affiliation agreements as are needed for the Sponsoring Institution's conduct of GME programs.

11. Meetings, Quorum and Voting.

- a. Meeting Frequency and Notice. The Consortium Council shall meet at least quarterly and more often as determined by the Consortium Council Chair, provided that there shall be thirty (30) days prior written notice by the Chair to the Members of the quarterly meetings and fifteen (15) days prior written notice given by the Chair to the Members for any special meetings. Council Members may attend meetings in-person or virtually by phone or video conference.
- b. Quorum. A vote may only occur when there is a quorum of at least two (2) Council Members from each of the UNR Members and Renown Members who are present in-person or virtually at a duly called, noticed or held meeting.
- c. Voting Requirements. The Consortium Council Members who are eligible to vote are set forth in Section 8.a. The voting requirements for an evaluation of the structure of the GME Alliance are set forth in Section 7.f and the requirements for admission of additional Consortium Council Members are set forth in Section 8.a.i. For all other matters, when a quorum is established, an affirmative vote of a majority of the present (in-person or virtually) Consortium Council Members who are eligible to vote is required to approve a proposal, subject to the Limitations and Priority of Application provisions set forth in Sections 4 and 5.
- d. Minutes. In addition to the Annual Report (defined below), the Consortium Council Chair shall ensure that adequate minutes of the meetings are maintained and made available to the Parties upon request, and to direct how the other records of meetings are maintained and how recommendations in the Consortium Council decisions are communicated, if communicated other than in the Annual Report as provided below.

- e. Waiver of Notice. The transaction of business at Consortium Council meetings, however called and noticed, and wherever held, shall be as valid as though consummated at a meeting duly held after notice described in Section 10.a, if a quorum is present at that meeting, either in person or virtually, and if, either before or after the meeting, each of the Members entitled to vote, not present in person or virtually, signs either a written waiver of notice or an approval of the minutes of the meeting.

12. Annual Report

- a. The Consortium Council shall prepare an annual report (the “Annual Report”) of the deliberations of the Consortium Council with respect to its purpose and objectives and the operation of GME Alliance for the Affiliation. The Consortium Council will provide periodic updates as requested by Renown. UNR Med will report annually on the activities of the Consortium Council and the status the GME programs to the Board of Regents of the Nevada System of Higher Education and provide periodic updates to the Board of Regents as requested.
- b. The Consortium Council Annual Report may include advisory recommendation to the Parties to the Affiliation for recommended changes to the GME Alliance under the Affiliation not addressed in this Charter.
- c. The Annual Report and the communication of all other decisions of the Consortium Council shall be submitted in writing to the Chair of the Board of Directors of Renown and to the President of the UNR Med for submission to the Board of Regents of the Nevada System of Higher Education.

The Graduate Medical Education Consortium Council is established this ___ day of ____, 2021 in conjunction with the Affiliation Agreement.

EXHIBIT F

Research Enterprise Guiding Principles

I. Statement of Purpose

- To design collaborative structures and practices to support, develop, augment, and sustain research at Renown and UNR Med and affiliated research partners, consistent with the structure and principles of the overall Renown and UNR Med Affiliation.

- To attract and retain high quality faculty, physician, and staff in order to develop a robust clinical research enterprise that serves our patient, community, provider, and training needs.

II. Basic Science Research

Basic science research performed by the Parties pertaining to the basic science departments set forth on Schedule I-(a) (the “Basic Science Departments”) in the Designated Area (“Basic Science Research”) shall remain at UNR Med under its current structure. Renown and UNR Med shall maintain a material transfer agreement for the support of Basic Science Research to be mutually agreed between Renown and UNR Med.

Research activities owned by Renown Health as of the Closing Date identified in Schedule I-(b), regardless of whether defined as Basic Science Research or Clinical Research, including the Healthy Nevada Project, while subject to the management and oversight collaboration outlined in the Affiliation Agreement, remain the property of Renown Health.

III. Clinical Research

A. Objectives

Patient Care

1. Support Clinical Research activities that enable Renown and UNR Med, to be at the forefront of delivering best patient care
2. Provide opportunities for patients in northern Nevada to benefit from current Clinical Research
3. Attract patients interested in participating in and benefitting from clinical trials
4. Improve patient care and population health outcomes

Research

1. Increase opportunities to engage in research sponsored by NIH, HRSA, and other federal agencies

2. Increase opportunities to engage in research contracting networks, Foundation sponsored research, and other non-federal, non-national research networks
3. Increase opportunities to participate in national research networks such as the Children's Oncology Group (COG) and Southwest Oncology Group (SWOG)
4. Provide opportunities to contribute to the advancement of knowledge and to the welfare of future patients and society at large
5. Improve national and international research standing

Education

1. Provide opportunities for faculty and trainees (including non-physicians) to participate in Clinical Research
2. Provide fundamental knowledge and experience for clinicians to engage in Clinical Research and serve as principal investigators
3. Provide opportunities for health care professionals to develop careers in Clinical Research.

Financial

1. Develop potential revenue streams from clinical trials and other Clinical Research activities
2. Implement operational efficiencies through combined efforts of collaborating entities

Principle and Affiliation Partners

Principle Partners

- Renown
- University of Nevada, Reno School of Medicine (exclusive of Basic Science Departments)

Affiliation Partners

- VA Nevada
- Desert Research Institute
- Other UNR based research that is not part of the University of Nevada, Reno School of Medicine. (e.g. College of Health Sciences, College of Nursing, School of Community Health Sciences)
- Other Renown Health research programs

Leadership

1. The Dean/CAO will have primary responsibility for the direction and oversight of the research activities undertaken by the Affiliation.
2. The Dean/CAO may modify committee structure and approach over time, but initially will lead a research advisory committee responsible for:
 - a. Developing strategic goals and near, mid, and long-term objectives for the Affiliate research enterprise.
 - b. Prioritizing financial resources to meet near, mid, and long-term objectives for the Affiliate research enterprise.
 - c. Authorizing any major deviations from the agreed upon and approved plans.
 - d. Advising on the promotion or dissemination of the Affiliate Research enterprise's mission, objectives and deliverables to other organizations and stakeholder groups.
 - e. Ensuring required resources are sufficient and recommending solutions if problems arise.
 - f. Resolving any conflicts that cannot be resolved by Operations Research Group.
Ensuring that periodic research program reviews are scheduled and occur as required
3. The Dean/CAO will appoint a Chief Clinical Research Officer (CCRO) who shall have a dual appointment at UNR Med and Renown.
4. The CCRO shall lead the development of the Affiliation Clinical Research Strategic Plan.
5. The CCRO may modify committee structure and approach over time, but initially will lead a research operations and strategy committee responsible for:
 - a. Developing strategic plan that address scientific direction and identifies specific activates required to fulfill near, mid, and long-term research objectives of the Affiliate research enterprise
 - b. Development of the mission and vision of the Affiliate research enterprise
 - c. Development of organizational policies and procedures
 - d. Develop collaborations with industry, federal and philanthropic stakeholders
 - e. Financial management of the research Affiliation and personnel actions
 - f. Measuring progress of ongoing research against specific objectives, milestones and deliverables

- g. Development and tracking of metrics to measure the impact of the research Affiliate research enterprise work and the advancement of research that benefits our community.
 - h. Monitor the sustainability of the infrastructure requirements to support the Affiliate Research enterprise.
6. Core services under the Clinical Research Office shall have dedicated leadership reporting to the CCRO.

Clinical Research Office

It is the intent of the parties to implement operational efficiencies through combined efforts. To this end, a single Clinical Research Office shall be established under the direction of the Chief Clinical Research Officer. The Clinical Research Office shall provide services to all Affiliation partners and will facilitate services provided by supporting research cores and offices at Renown and UNR Med.

- 1. Core services provided under the Clinical Research Office will include:
 - **Research Compliance/Quality Management** (independent assessment of research activities conducted at institutions; focus on system-wide assessment and improvement of research conduct with focus on risk reduction, participant safety, and data integrity)
 - **Clinical Research Operations** (Serving as an expert resource for information on the issues and requirements for the conduct of clinical research; developing and providing education on the requirements and procedures related to the conduct of clinical research; serving as the primary point of contact for questions or issues related to clinical trials; assistance of researchers, staff and departments with clinical trial project development; provision of assistance and consultation in budget development and preparation; interaction and communication with sponsors, CROs and other entities on behalf of the institution, researchers and departments on issues related to clinical trials; development and implementation of programs and initiatives, based on monitoring and assessment, to enhance the quality of clinical research and support regulatory compliance; provision of oversight and assistance with registration of clinical trial information and posting of results as appropriate)
 - **Research Business Operations** (provision of operational services to ensure high performance standards related to and involving the offices of Pre-Award, Post-Award & Research Portfolio Management, Specialized Accounting, and Non-Traditional Personnel, as well as activities related to the optimization of electronic research systems (eSPA), human resources transactional activities, communications, policies and procedures, training, and professional development.)
 - **Training & Education** (training and education to individuals involved in human research under the affiliation. The aim of these efforts is to enhance the quality of research and protection of human subjects by providing research personnel with

opportunities to enhance their understanding of best practices for study conduct and issues related to the ethical conduct of human research and the protection of human subjects.)

- **Investigator support** (provide grant-writing training programs, idea incubation, design consultation, execution of pilot funding programs, and scientific review services)
2. The Clinical Research Office will be structured to support the full range of clinical research activities across the spectrum. This includes:
 - **T1 Research:** translation to humans, including proof of concept studies, Phase 1 clinical trials, and focus on new methods of diagnosis, treatment, and prevention in highly-controlled settings;
 - **T2 Research:** translation to patients, including Phase 2 and 3 clinical trials, and controlled studies leading to clinical application and evidence-based guidelines;
 - **T3 Research:** translation to practice, including comparative effectiveness research, post-marketing studies, clinical outcomes research, as well as health services, and dissemination & implementation research; and
 - **T4 Research:** translation to communities, including population level outcomes research, monitoring of morbidity, mortality, benefits, and risks, and impacts of policy and change.
 3. It is anticipated that research portfolios will be largely focused around core Centers of Excellence where specific efforts and initiatives will be employed to engage in research activities across the T1-T4 spectrum.
 4. Each institution shall equitably support the facilities, staff, and infrastructure requirements of the Clinical Research Office.

Research portfolio management

1. Each institution shall maintain its own research portfolio for purposes of various legal, reporting, and funding requirements. There may be research projects that are jointly executed and in such situations the lead institution which is most suitable to facilitate the collaboration (and meet sponsor requirements) will be selected.
2. Under the direction of the Dean/CAO and the Chief Clinical Research Officer, clinical research activities will be initiated by Renown, UNR Med, and Affiliation partners who shall collaborate to meet the goals of the Affiliation Clinical Research Strategic Plan.
3. Funding source, requirements for available funding, patient population requirements, employment relationship with the principal investigator / first author, and investigator interest/qualifications will generally determine the contract, grant, agreement

arrangements best tailored to execute the research study and the institution (including Renown, UNR Med and/or other Affiliation Partners) that will host the study. It is the role of the Chief Clinical Research Officer to manage decisions regarding study site selection and institutional roles.

4. The Clinical Research Office shall facilitate and provide guidance to Investigators and context for them to be successful while meeting the goals of the Affiliation Clinical Research Strategic Plan and shall oversee the activities of clinical research contract personnel.

Research Infrastructure: Access, Usage, and Financial Support

1. The Clinical Research Office will provide services to the Affiliation partners and will facilitate services that may also be provided by supporting Affiliate and partner research cores and offices. The CRO provides research infrastructure which will collaborate at all times in order to optimize research infrastructure resources, avoid duplication, and provide for excellent service.

Access

- The Clinical Research Office will oversee business functions for the clinical research effort of the Affiliation.

Usage Fees

- Primary affiliation partners will provide services to investigators from each other's institutions at the same internal rates offered to those within their own institution.

Financial Support

- Each institution will transition existing Clinical Research infrastructure to the initial formation of the CRO and will provide a similar level of ongoing baseline funding to support the Clinical Research Office infrastructure.
- Coincident with the development of the Clinical Research Strategic Plan, an associated financing plan to support the strategic plan will be created.
- Un-funded protected time may be provided for selected qualified clinical investigators to grow research and achieve the joint academic / educational mission.

Appendix Definitions

Clinical Research – NIH defines clinical research as:

1. Patient-oriented research conducted with human subjects (or on material of human origin such as tissues, specimens and cognitive phenomena) for which an investigator directly interacts with human subjects. Excluded from this definition are in vitro studies that utilize human tissues that cannot be linked to a living individual. Patient-oriented research includes:
 - (a) mechanisms of human disease
 - (b) therapeutic interventions
 - (c) clinical trials
 - (d) development of new technologies.
2. Epidemiologic and behavioral studies.
3. Outcomes research and health services research.

Clinical Trial – NIH defines a clinical trial as a research study in which one or more human subjects are prospectively assigned to one or more interventions to evaluate the effects of those interventions on health-related biomedical or behavioral outcomes. Clinical trials are used to determine whether new interventions are safe, efficacious, and effective. Behavioral clinical trials involving an intervention to modify fit this definition of a clinical trial.

- *Phase I* – clinical trials to test a new biomedical intervention in a small group of people (e.g., 20-80) for the first time to evaluate safety). It can include healthy participants or patients.
- *Phase II* – clinical trials to study the intervention in a larger group of people (several hundred) to determine efficacy and to further evaluate its safety. It is conducted in participants with the condition or disease under study and will determine common short-term side effects and risks.
- *Phase III* – studies to investigate the efficacy of the intervention in large groups of human subjects (from several hundred to several thousand) by comparing the intervention to other standard or experimental interventions as well as to monitor adverse effects, and to collect information that will allow the intervention to be used safely.
- *Phase IV* – studies conducted after the intervention has been marketed. These studies are designed to monitor effectiveness of the approved intervention in the general population and to collect information about any adverse effects associated with widespread use.

Protocol – A document that describes the objective(s), design, methodology, statistical consideration, and organization of a trial.

Principal Investigator (PI): the individual responsible for the design, conduct, or reporting of the research, including the administrative and programmatic aspects of the project and/or the physician who leads the conduct of an industry-sponsored clinical trial and who is responsible for all clinical research activities at the clinical trial site.

Research Sponsors

- Federal government
- State and local governments
- Non-profit agencies, foundations, and networks
- Industry and commercial entities
- Philanthropy
- Institutional

Funding Mechanisms

- Grant: provides funding to support public purpose; protocol conceived by PI; flexible scope, budget, deliverables; effort reporting required; regular reporting required; publication rights to PI/institution; IP rights to PI/institution
- Cooperative agreement: similar to grant but with substantial involvement between PI and sponsoring institution
- Gifts: similar to grant but scope may be restricted by donor wishes
- Contract: binding agreement for services and payment; protocol conceived by sponsor; relatively inflexible scope, budget, deliverables; emphasis is on deliverables rather than effort reporting; publication rights may be constrained; IP rights to sponsor

F&A (Facilities & Administration costs, aka overhead)

Institutions have federally negotiated F&A rates that are applied consistently to all research projects within the institution. Rates differ depending upon the type of project: basic research, service, clinical trials, education/training.

EXHIBIT G

PHILANTHROPY GUIDING PRINCIPLES

Objectives

Philanthropic support will play a vital role in ensuring the success of the Affiliation and its ability to extend the health and healthcare, teaching and clinical research missions of Renown and UNR Med, for the benefit of our community. Mutual objectives of Renown and UNR Med are:

- Design a collaborative framework in which Renown and UNR Med will work to garner philanthropic support to advance our shared vision of A Healthy Nevada.
- Develop fundraising strategies in which both organizations will work, some of which would be institution specific and others jointly pursued, for the purpose of serving the health care needs of northern Nevada.
- Ensure that the fundraising approach is donor centric and designed in a manner that inspires donors to make more generous gifts.
- Identify guiding principles that will ensure fundraising efforts conducted by Renown and UNR Med will be handled in a coordinated and mutually agreed upon manner as it relates to the Affiliation.

Affiliation Philanthropy Leadership

1. CAO/Dean, Renown CEO, Affiliation Oversight Committee, VP UNR DAR/Executive Director UNR Foundation and CDO Renown Health Foundation (collectively the “Leadership Group”) shall have strategic direction and oversight of fundraising for the Affiliation’s Research and Academic Medical Education areas (the “Affiliation Philanthropic Activities”).
2. A Philanthropy Work Group will be established by the Leadership Group and will conduct regular meetings to identify, review and update on strategic fundraising initiatives, as well as address any conflict that may arise.

Cores Areas of Fundraising Efforts

The primary fundraising organization for specified areas will be dictated by the responsible organization as identified in the Affiliation Agreement and outlined below. Due to the collaborative nature of the Affiliation, it will be imperative to remain flexible, to coordinate and collaborate in these efforts.

- I. **Clinical Services** – Renown, except as otherwise described in the Affiliation Agreement.
- II. **Research** – Renown and UNR Med, as described in Affiliation Agreement and attachments.
- III. **Academic Medical Education** – Renown and UNR Med
 - Undergraduate Medical Education – UNR Med

- Graduate Medical Education – Renown and UNR Med through the GME Consortium described in the Affiliation Agreement.

Donor and Prospect Management

1. Each organization shall maintain its own donor database.
2. Donors and prospective donors identified for a potential joint “ask” to benefit the Affiliation Philanthropic Activities will require mutual approval by Renown and UNR Med prior to initial outreach and will entail coordination via the Philanthropy Work Group in conjunction with Renown Health Foundation and UNR Foundation.
3. Gift solicitation and gift recognition for Affiliation Philanthropic Activities, where both Renown Health Foundation and UNR Foundation are involved, will require coordination and approval of both parties.

Joint Proposals

1. All joint “asks” for Affiliation Philanthropic Activities must specify, in the proposal and subsequent gift agreement(s), which organization and/or projects the gift will benefit, which organization(s) will receive all or part of the gift and the specific amount that will be directed to each organization.
2. All joint proposals for Affiliation Philanthropic Activities will require approval by Renown Health Foundation and UNR Foundation prior to action being taken by either party.

Donor Intention

1. These guiding principles do not limit or restrict any gift, promise of a gift, and request for support, campaign, realized planned gift and/or program that exists or has been made on or before the effective date of the Definitive Agreement.
2. The organizations will follow donor intention and direct all charitable gifts to the specified organization.

Fiscal Responsibility

1. All gift funds received by the either organization will be processed and held by each respective organization, which may include:
 - Renown Health Foundation
 - UNR Foundation
2. Except as consistent with or to effect donor intent, gifts accepted by one organization on behalf of the Affiliation Philanthropic Activities will not be deposited to the other organization as a pass through or be comingled.

Affiliation Name Logo

Any use of the name or logo of the other Party in connection with the Affiliation Philanthropic Activities shall be subject to Section 12.2 of the Affiliation Agreement.

EXHIBIT H
AMENDED AND RESTATED BYLAWS OF RENOWN HEALTH

[See attached]

**AMENDED AND RESTATED BYLAWS OF
RENOWN HEALTH
A NEVADA NON-PROFIT CORPORATION**

**ARTICLE 1
NAME**

The name of the corporation is “Renown Health”, a Nevada non-profit corporation (the “Corporation”), organized under NRS Chapter 82.

**ARTICLE 2
SEAL**

The Corporation may have a corporate seal, which shall be inscribed with the name of the Corporation, the date of its incorporation and the words “Nevada” and “Seal”.

**ARTICLE 3
NON-PROFIT PURPOSE; NO INUREMENT**

The purposes of the Corporation are set forth in its Articles of Incorporation and such articles amended and/or restated thereafter (“Articles”). As a tax exempt entity, no part of the net earnings of the Corporation shall inure to the benefit or be distributable to any director, officer, member or other private person, except that the Corporation is authorized to pay reasonable compensation for services rendered, and to reimburse expenses incurred in connection with services rendered to the Corporation. The Organization shall not take any action or carry on any activity by or on behalf of the Corporation that is not permitted to be performed by an organization that is exempt under Section 501(c)(3) of the Internal Revenue Code.

**ARTICLE 4
MEMBERS**

4.1. General. Any natural person may become a Member of the Corporation in the manner provided in these Bylaws. Pursuant to §450.500, the Corporation shall have a membership which is broadly representative of the public and includes residents of each incorporated city in Washoe County and of the unincorporated area of Washoe County.

4.2. Class. The Corporation is authorized to have one (1) class of Members.

4.3. Election. The Corporation’s Board of Directors (the “Board of Directors” or “Board”) shall elect Members from a slate prepared by the Governance Committee (as hereafter defined) at least thirty (30) days in advance of the annual meeting of the Members. The slate shall include all current members of the Governance Committee and up to five (5) additional persons (the “Additional Members”) nominated by the Governance and Nominating Committee and elected by the Board. A two-thirds (2/3) vote of the total

number of Directors shall be required to elect each Additional Member. In electing the five (5) Additional Members, the Board shall ensure that the resulting Membership is broadly representative of the public served by the Corporation and that each Member has demonstrated his/her commitment to serving the community's health care needs and furthering the Corporation's vision for the community's health care. Additional Members may not be employees or current members of the medical staff or a board of the Corporation or a related entity, or a member of their immediate family (i.e. spouse, child, parent, brother or sister).

4.4. Term of Membership. The term of Membership for those persons serving on the Governance Committee shall be coterminous with their term on such Committee. The term of Membership for Additional Members shall be for not more than twelve (12) months and will expire on December 31st of each year. Additional Members shall serve for no more than six (6) terms.

4.5. Discontinuance of Membership. A Member shall have the right to resign his/her Membership at any time prior to the end of his/her term of office, without penalty. A Member shall be terminated upon the Member's death or disability which the member is unable to actively participate in affairs of the Corporation. The Board may terminate Membership of a Member for the following reasons:

4.5.1. If the Board determines that discontinuance of a Membership would be in the best interest of the Corporation because of a change in a Member's circumstances (e.g. change in residence or profession), or if the Board determines that a potential or actual conflict of interest exists or would exist if the Member continues Membership; or

4.5.2. If the Board determines that a Member's activities, actions or association could threaten, impair, damage or diminish the reputation, public perception, or business prospects of the Corporation or its affiliated entities, or bring them disrepute.

Except for the resignation or death of a Member, prior to termination of a Membership, the Board shall take into consideration of all relevant facts and circumstances and the procedure to terminate shall be fair and reasonable, ensuring that:

4.5.3. The Member shall be provided at least fifteen (15) days' prior written notice of the termination, and the reasons for termination; and

4.5.4. The Member is provided an opportunity to be heard. At least five (5) days prior to the effective date of the termination, at the Board's discretion, the Board shall allow the Member to be heard, either orally or in writing.

The decision of the Board in these matters shall be deemed final.

4.6. Membership Vacancies. If a Member resigns or if service is otherwise discontinued,

such vacancy may be filled by the Board, at any time, for the remainder of the current term of vacant Membership.

4.7. Rights of Members. The rights, privileges and restrictions of all Members shall be equal and identical in all respects. During the term of Membership, Members shall have the rights, privileges and powers to elect Directors, in accordance with the nomination and election procedures as set forth in these Bylaws; and the right to attend meetings of Members.

4.8. Transfer of Membership. A Member of the Corporation may not transfer a Membership or a right arising from it. Any purported or attempted assignment, transfer or encumbrance of Membership shall be void and shall be grounds for termination of the Membership.

ARTICLE 5 MEETINGS OF MEMBERS

5.1. Annual Meeting. The annual meeting of the Members shall be held at a time and place to be set by the Board of Directors, solely for the purpose of electing Directors. The Chair of the Governance Committee shall serve as the Chair of the Membership and preside over Member meetings.

5.2. Notice of the Annual Meeting. Notice of Member meetings (“Notice”) shall be given to Members, not less than ten (10), nor more than sixty (60) days prior to the date of the meeting. Only Members of record on the Notice date are entitled to Notice and to vote at the meeting. Notice shall state the date, time and place of meeting, and shall include matters to be presented for action. Notice of any meeting at which Directors are to be elected shall include the names of all nominees effective on the date of Notice mailing. Notice of Member meetings shall be delivered personally, telephonically or by mail or other written means of communication (e.g. facsimile or receipt-confirmed email) at the address, telephone, fax number or email address, as provided by the Member, and that appears on the books of the Corporation. Members shall provide the Corporation with updated and accurate contact information in order to sufficiently receive Notices in a timely manner. If a Member fails to update contact information, such Member shall waive his/her right to Notice. An affidavit or declaration under penalty of perjury by the Secretary or Assistant Secretary, of compliance of Notice requirements shall be proof of evidence of proper Notice.

5.3. Quorum. A majority of the Members present shall constitute a quorum. A meeting at which a quorum is initially present may continue to transact business, as long as actions are approved by at least a majority of the required quorum.

5.4. Action by Written Ballot in Lieu of Meeting. Member actions may be taken without a meeting, including the election of Directors, if the Corporation mails or delivers a written ballot to every Member entitled to vote on the matter. A written ballot must set forth each proposed action or candidate and provide an opportunity to vote for or against each

proposed action. Approval by written ballot is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting which the total number of votes cast was the same as the number of votes cast by ballot. Solicitations for votes by written ballot must:

- 5.4.1. Indicate the number of responses needed to meet the requirement of a quorum;
- 5.4.2. State the percentage of approvals necessary to approve each matter other than election of Directors; and
- 5.4.3. Specify the time by which a ballot must be received in order to be counted.

5.5. Date of Determination of Voting Rights. Members, who are also members of the Governance and Nominating Committee as of the date of their approval by the Board, as Members, may vote at the annual meeting if they are still members of the Governance and Nominating Committee as of the date of the annual meeting. Additional Members must have been a member of record at least thirty (30) days preceding the date on which an action is voted upon.

5.6. Cumulative and Proxy Voting. Cumulative voting shall not be allowed. Proxy voting is allowable by Members, pursuant to NRS §82.321.

5.7. Meeting Governance. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

ARTICLE 6 BOARD OF DIRECTORS

6.1. Powers. The affairs of the Corporation shall be governed by the Board.

6.2. Membership; Number of Directors; Ex-Officio Members. Membership qualifications shall include, but are not be limited to:

- 6.2.1. (i) Commitment to Renown Health's mission, vision and values; (ii) Time availability for various board meetings, functions, and educational activities; (iii) Community involvement and leadership with a demonstrated willingness to be an active participant in advocacy and representation; (iv) Diversity representation to include age, gender, race/ethnicity, professional background, specific talents and insights; (v) At no time shall a majority of the Directors be comprised of the following:

- 1) Individuals holding the same special interests or occupations (In addition to individuals who might be found to collectively hold the same special interests on other grounds, all "Provider[s] of health care," as defined in NRS §629.031, shall

be deemed to hold the same special interests for the purposes of this subsection);

- 2) Employees of the individuals described in (1) hereof or employees of entities who similarly employ individuals described in (1) hereof, provided the individuals described in (1) hereof occupy a position of control or influence over such employees; and
- 3) Immediate family members (i.e. spouse, child, parent, brother or sister) of the individuals described in (1) or (2) hereof.

6.2.2. The number of Directors shall be such number as is designated from time to time by resolution of a majority of the Board of Directors then in office.

6.2.3. The CEO of Renown Health, the Chairperson of Renown Health Foundation, and the Chairperson of Hometown Health Management Company shall be ex-officio voting members of the Board.

6.2.4. Up to three (3) physicians; however, no more than 1/3 of the Board may be comprised of physicians (excluding the President and CEO). Physicians with privileges in a Renown hospital may not serve as Chair of the Board, or as a Chair of any Committee of the Board in which compensation and benefit issues are addressed; and

6.2.5. No employee of the Corporation may serve on the Board, except for the President and CEO of the Corporation.

6.2.6. No more than four (4) directors shall reside outside the State of Nevada.

6.3 Annual Election of Board Members. The Governance and Nominating Committee shall submit a slate of nominees to the Board for approval, which shall require approval by a two-thirds (2/3) vote of the total number of Directors. If approved, the slate shall be forwarded to the members for election, which shall be conducted during the annual meeting of the Members.

6.4 Term of Office; Staggered Terms, and Term Limits. The total number of Directors of the Corporation shall be divided into three separate classes, each class having an equal number of members as possible. Each Director in a class shall serve a three-year term such that each year approximately one-third of the Board will be at the end of a three-year term. No person shall serve as a Director for a period of longer than 12 years, regardless of the class, term of service, or breaks in service.

6.5 Increase or Decrease in Number of Directors. Any increase or decrease in the number of Directors shall be so apportioned among the separate classes of Directors so as to make all classes authorized to hold three-year terms as nearly equal in number as possible.

6.6 Resignation. A Director may resign upon delivering written notice to the Chair, President and CEO Secretary, or the Board of Directors. The resignation date shall be effective on the date of receipt of written notice, unless the notice specifies a later effective date. No Director may resign if the Corporation would be left without a duly elected Director in charge of its affairs.

6.7 Removal of Director. A Director may be removed by a majority vote of the Members. Prior to the removal of a Director, the Members must receive a petition calling for the removal of a Director. The petition must be signed by either a majority of the unaffected Directors or a majority of the Members. The petition shall be considered and voted upon at a special meeting of the Members. The special meeting of the members shall not occur earlier than thirty (30) days after the petition has been provided to the Board. Removal of a Director shall not become effective until after the Board has received five (5) business days' written notice which specifies reason for the removal.

6.8 Vacancies in Board of Directors. If a vacancy occurs because of the death, resignation, or removal for any reason of a Director who has been elected (this excludes ex-officio members), the vacant directorship shall be filled by a majority vote of the remaining Directors. Each Director so appointed shall hold office for the remainder of the three-year class term of vacant position before being eligible for election to a new three-year term.

6.9 Self-Assessment and Legal or Financial Conflict of Interest. The Board shall see to the implementation of a program of Board self-assessment by which each Director evaluates annually the functioning of the Board as a governing body and the individual Director's participation, contribution, and effectiveness. The Board shall also be charged with the responsibility to adopt and maintain a conflict of interest policy which will require disclosure by Directors and Officers (hereinafter defined) of conflicts of interest and potential conflicts of interest.

6.10 Confidentiality. Directors shall comply with all applicable confidentiality requirements, guidelines nature and regulation (e.g. HIPAA and Nevada laws), and shall maintain the confidential of Board information and shall rely upon the Office of the President and CEO to communicate confidential information to third parties, or any information that might be construed as being confidential.

ARTICLE 7 MEETINGS OF THE BOARD OF DIRECTORS

7.1. Board Year and Term of Office. The Board year shall be a calendar year commencing on January 1 and continuing through and including December 31, unless changed by a resolution duly adopted by the Board of Directors. The term of office for the officers elected by the Board of Directors shall be a calendar year commencing on January 1 and continuing through and including December 31.

7.2. Place of Meeting; Office and Books. The Board of Directors may hold their meetings and keep the office and books of the Corporation either within or outside the State of Nevada, at such place or places as they may from time to time determine by resolution or by written consent of all the Directors. The Board may hold their meetings by conference telephone or other similar electronic communications equipment pursuant to which each participant at the meeting can hear the other participants.

7.3. Annual Organizational Meeting. The annual meeting of the Board of Directors shall be routinely held in the last quarter of each calendar year. The Directors shall meet for the purpose of organizing the Board, electing Officers and transacting such other business as may come before the Board.

7.4. Regular Meetings. Regular meetings of the Board of Directors may be held without notice, regardless of any practice of sending notices of regular meetings, at such time and place as shall from time to time be determined by resolution of the Board. The Board may transact any business that comes before it without limitation. Directors and Committee Members (hereafter defined) are expected to attend all Board and Committee meetings for which they are members and comply with the attendance standards set forth in the *Board Meeting Attendance* policy.

7.5. Board Member Stipends and Benefits. The Directors shall receive such compensation for their services as members of the Board and Committees as outlined in the *Compensation for Governing Board Members* policy.

7.6. Special Meetings. Special meetings of the Board of Directors may be called for any purpose by or at the request of (i) any three (3) Directors, (ii) the Chair of the Board, or (iii) the President and CEO. Upon being notified of such call, the Secretary shall give notice to each Director, which shall specify the purpose, time and place of the special meeting. The notice shall be delivered by telephone, first-class mail, or email addressed to each Director's address as it is shown on the records of the Corporation and at which the Director has agreed to accept notices; but such notice may be waived by any director. If notice is mailed, it shall be deposited in the United States mail at least four (4) days before the date of the meeting. If the notice delivered personally or by telephone or email, it shall be delivered at least 24 hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meetings. At any special meeting at which every Director shall be present, even though without notice, any business may be transacted and any Director may in writing waive notice of the time, place and objectives of any special meeting.

7.7. Quorum. A majority of the whole number of directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. If at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of Incorporation or by these Bylaws. All resolutions adopted and all business transacted by the Board shall require the affirmative vote of a

majority of the Directors present at the meeting.

7.8. Action in Lieu of Meeting. Any action to be taken at a meeting of the Directors, or any action that may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the whole number of Directors then in office and any further requirements of law pertaining to such written consents have been complied with.

7.9 Meeting Governance. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

ARTICLE 8 COMMITTEES

8.1. Committees Generally. Except as otherwise provided by these Bylaws, the Board may, by resolution, appoint special committees ("Committees"), consisting solely of two (2) or more Directors, or at least one (1) Director and one (1) or more other persons, for any purpose permitted by these Bylaws or as determined appropriate by the Board; and when such Committees are composed solely of Directors, the Board may delegate to such Committees any of the powers and authority of the Board, except the power and authority to adopt, amend, or repeal these Bylaws, or such other powers as may be prohibited by these Bylaws or applicable law. All Committees of the Board shall be chaired by a Director. No act of a Committee composed solely of Directors, when exercising delegated powers of the Board, shall be valid unless approved by the vote of a majority of such Committee's members or by majority written consent of such Committee's members.

Except as otherwise provided in these Bylaws, the Board Committees, if the Board does not act, shall establish rules and regulations for their meetings and meet at such times as are deemed appropriate and necessary. Committees shall keep regular minutes of proceedings and report the same to the Board as the Board may require. Any Committee composed of persons, one or more of whom are not Directors, may act solely in an advisory capacity to the Board. A Committee shall be empowered to fix and determine its procedures, if not addressed by these Bylaws and as long as it is compliant with applicable law.

8.2. Removal from Membership on Committees. A Committee Member may be removed from a Committee by a majority vote of the Board of Directors, at any regularly scheduled or special meeting of the Board of Directors, whenever in its judgment the best interests of the Corporation would be served thereby.

8.3. Board Members not serving on Committees to have Right to Attend Meetings of all Committees. Except as specified hereinafter, each Board Member desiring to attend meetings of any Committee of the Board, or of any Advisory Committee, shall have the right to attend meetings of each such Committee, whether or not such Board Member is a member of that Committee. Such attendance may be prohibited by the Chair of any

Committee in the event there is a conflict of interest or other reasonable basis to exclude attendance

8.4. Executive Committee. The Board shall appoint an advisory body of Board members to be known as the Executive Committee. The Executive Committee shall consist of not more than seven members; the Chair of the Board shall serve as chair of the Committee. The Governance Committee shall nominate the members of the Executive Committee, subject to the approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.

8.5. Governance Committee. The Board shall appoint an advisory body of Board members to be known as the Governance Committee. The Governance Committee of not more than seven members, one of whom shall be identified by the Chair of the Board as Chair of the Committee. The Chair of the Board may serve on the Governance Committee, but shall not serve as chair of the Committee. The Governance Committee shall nominate the chair and members of the Governance Committee, subject to the approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.

8.6. Finance & Investment Committee. The Board shall appoint an advisory body to be known as the Finance & Investment Committee. The number of members and the identity of the members of the Finance & Strategic Planning Committee, who, except for the Chair, need not be members of the Board, shall be determined by appropriate resolutions of the Board adopted from time to time. The Governance Committee shall nominate the chair and members of the Finance & Investment Committee, subject to the approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.

8.7. Quality & Professional Affairs Committee. The Board shall appoint an advisory body to be known as the Quality & Professional Affairs Committee. The number of members and the identity of the members of the Quality & Professional Affairs Committee, who, except for the Chair, need not be members of the Board, shall be determined by appropriate resolutions of the Board adopted from time to time, provided, however, that the following positions serve as ex-officio voting members on the Committee: (i) Renown Regional Medical Center Chief of Staff; and (iii) Renown South Meadows Medical Center Chief of Staff. The Governance Committee shall nominate the chair and members of the Quality & Professional Affairs Committee, subject to the consent and approval of the Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.

8.8. Audit & Compliance Committee. The Board of Directors shall appoint an advisory body to be known as the Audit & Compliance Committee. The number of members and the identity of the members of the Audit & Compliance Committee, who, except for the Chair, need not be members of the Board, shall be determined by appropriate resolutions of the Board adopted from time to time. The Governance Committee shall nominate the chair and members of the Audit & Compliance Committee, subject to the consent and approval of the

Board. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws. The Committee's activities shall be governed by its Charter, which shall be adopted and amended in the same manner as these Bylaws.

8.9. Other Committees of the Board; Delegation of Authority. The Directors may delegate to one or more members of the Board or to any of the Corporation's Officers, agents, or employees, or to any Committee or Committees of the Board in addition to the Executive Committee, such powers and duties as they may deem appropriate and proper. A board Committee may adopt rules for its meetings not inconsistent with these Bylaws or with any policy or rules adopted by the Board of Directors. In the absence of such delegation, either generally or specifically, no member of the Board shall have any authority to act for the Board or for the Corporation solely by virtue of his or her membership on the Board.

8.10. Quorum and Vote Requirements. A majority of the voting members of a Committee shall constitute a quorum and any transaction of a Committee shall require a majority vote of the quorum present at any meeting. Each voting member of a Committee, including the person presiding at the meeting, shall be entitled to one (1) vote.

8.11. Meetings. Unless otherwise provided in these Bylaws, Committees of the Board shall meet not less frequently than four (4) times each year, and in any event, at the call of the Chair of the Board, the Chair of the Committee, the President and CEO or two (2) Committee members at such time and place as the person(s) calling the meeting shall designate. Each Committee shall keep minutes of its proceedings and make a written report to the Board, of its actions within a reasonable time following the meeting.

8.12 Term Limit. No person shall serve as a Committee Member for a period of longer than 15 years. The determination of this term limit includes years of service on the Board of Directors or any other Renown Health affiliated or subsidiary entity.

ARTICLE 9 CORPORATE OFFICERS

9.1. Election and Tenure. The officers of the Corporation shall consist of the following: (i) a Chair of the Board of Directors; (ii) a Vice Chair; (iii) a Chief Executive Officer (CEO); (iv) a Treasurer; and (v) a Secretary. These Officers shall be elected or appointed at the annual meeting of the Board of Directors to serve a term of one year, or such other term as may be provided by resolution of the Board of Directors or the appointment to office, including an indefinite term of service at the pleasure of the Board of Directors. Each Officer shall serve for the term of office for which he is elected or appointed until his successor has been elected or appointed and has qualified, or until such officer's earlier resignation, removal from office, or death. The Board or CEO may also appoint such additional officers deemed necessary for operation of the Corporation These additional Officers shall serve at the pleasure of the CEO and shall have the powers and duties as assigned to them by the CEO. Any two or more of the above offices may be held by the same person.

Except where otherwise expressly provided in a contract duly authorized and executed by the Corporation, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors. Provided, however, that the removal of any person as a corporate officer shall not affect the removed person's contract rights, if any, with the Corporation.

9.2. Chair of the Board. The Chair shall act as Chair of the Board of Directors and shall preside at all meetings of the Board unless by reason of absence, potential conflict of interest or otherwise. In those circumstances, then the Vice Chair shall preside over all or a portion of the affected meeting. The Chair may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation.

9.3. Vice Chair of the Board. The Vice Chair shall be vested with all powers and duties of the Chair in the event the Chair is temporarily unavailable or unable to perform the duties hereof.

9.4. Chief Executive Officer. CEO shall function as the CEO of the Corporation and shall have general charge and control of all its business, affairs, and properties. The CEO may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation and shall execute all other documents which are normally executed by corporate presidents or which are required to be executed by corporate presidents. The CEO shall further perform such other duties as may, from time to time, be assigned to by the Board.

9.5. Treasurer. The Treasurer, shall ensure the integrity of financial matters of the Corporation as required by law and these Bylaws. The Treasurer may delegate such powers and duties as necessary. The Treasurer shall have such duties and responsibilities as may be designed by the Board.

9.6. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of Directors and all other notices required by law or by these bylaws, and in the case of the Secretary's absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the Chair, or by the Directors upon whose written request a meeting is called as provided in these Bylaws. The Secretary shall record all the proceedings of the Board in books provided for that purpose, and the Secretary shall perform such other duties as may be assigned by the Directors or by the Chair. The Secretary shall maintain a register of Directors, showing their current term of office and their maximum allowable time of service. The Secretary shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board or by the Chair, and shall attest the same. In general, the Secretary shall perform all of the duties generally incident to the office of Secretary of a corporation of similar composition, gross receipts, assets, and mission, subject to the direction and control of the Board and the Chair. The Secretary may delegate such powers and duties as necessary.

ARTICLE 10

INDEMNIFICATION

To the fullest extent permitted by applicable law, the Corporation shall indemnify, defend and hold harmless any Director or Officer of the Corporation who is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or on behalf of the Corporation, resulting from any alleged acts or omissions while acting in the course and scope of the person's duties, or while serving as a Director or Officer from all liabilities and expenses, including but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Director to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Director or officer is not entitled to be indemnified by the Corporation.

ARTICLE 11 MISCELLANEOUS PROVISIONS

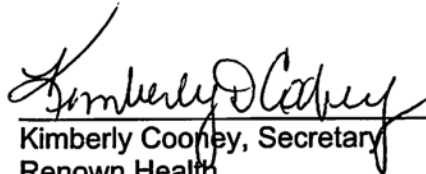
- 11.1. Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each year.
- 11.2. Deposits. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the CFO may select.
- 11.3. Checks, Drafts, or Other Orders for Payment of Money. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned or held by the Corporation requiring signature for transfer shall be signed or endorsed by such officer or officers, agent or agents of the Corporation and in such manner as determined by the CEO.
- 11.4. Voting Shares and Memberships. The Corporation may vote any and all shares or memberships held by it in any other corporation by such officer, agent or proxy as the Board or CEO may appoint. Such appointee may likewise appoint a proxy to vote said shares or memberships.

ARTICLE 12 AMENDMENTS

The Board of Directors shall have the power and authority to amend, alter or repeal these Bylaws or any provision thereof, and may from time to time adopt additional bylaws.

CERTIFICATE OF SECRETARY

The foregoing Amended and Restated Bylaws constitute the original Bylaws, as amended and restated, of the Corporation as duly adopted by the Board of Directors on the 2nd day of April, 2019.



Kimberly Cooney, Secretary
Renown Health

Written: 01/06/85
Revised: 01/10/86
08/14/89
10/12/89
03/02/90
04/01/92
04/24/95
08/26/96
08/25/97
08/31/98
02/25/02
01/27/03
04/28/03
04/26/04
01/31/05
12/01/06
01/31/11
03/02/13
05/28/13
10/28/13
02/01/16
03/07/17
04/02/19

**SCHEDULES TO THE
AFFILIATION AGREEMENT**

**BY AND AMONG
RENOWN HEALTH,**

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO AND ITS SCHOOL OF
MEDICINE THE UNIVERSITY OF NEVADA, RENO SCHOOL OF MEDICINE,**

AND

**THE UNIVERSITY OF NEVADA, RENO SCHOOL OF MEDICINE INTEGRATED
CLINICAL SERVICES, INC.**

dated as of April 29, 2021 (the “Affiliation Agreement”)

**THESE DISCLOSURE SCHEDULES AND OTHER SCHEDULES (THE
“SCHEDULES”) ARE DELIVERED IN CONNECTION WITH THE AFFILIATION
AGREEMENT. CAPITALIZED TERMS USED HEREIN, WHICH ARE NOT
OTHERWISE DEFINED, SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED
TO SUCH TERMS IN THE AFFILIATION AGREEMENT.**

Schedule 1.1(a)

Definition of Affiliate – ICS Affiliates

1. University of Nevada, Reno School of Medicine Integrated Clinical Services, Inc. d/b/a University Health
2. University of Nevada School of Medicine Multispecialty Group Practice North, Inc.
3. University of Nevada School of Medicine Multispecialty Group Practice South, Inc.
4. Nevada Family Practice Residency Program, Inc.
5. University of Nevada School of Medicine Pharmacy, Inc.

Schedule 1.1(b)
Definition of Affiliate – UNR Affiliates

University of Nevada, Reno-Foundation
UNR Athletics Association - University of Nevada

Schedule 1.1(c)
Definition of Affiliate –UNR Med Affiliates

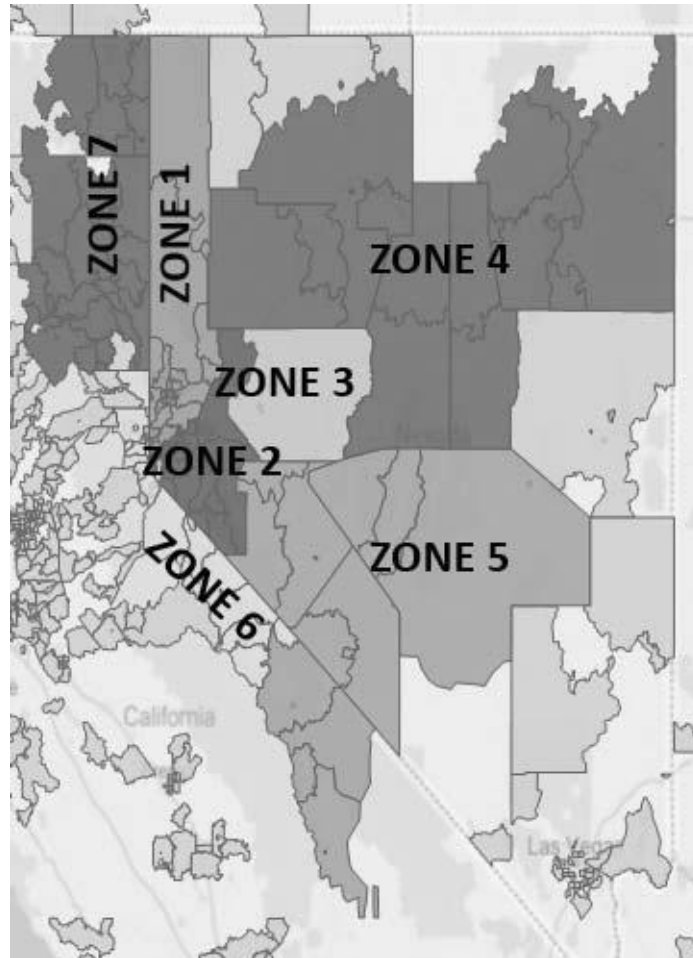
University of Nevada, Reno-Foundation
UNR Athletics Association - University of Nevada

Schedule 1.1(d)
Definition of Affiliate – Renown Affiliates

COMMUNITY CARE SERVICES, LLC
EAST SECOND STREET VILLAGE LLC
EASTERN SIERRA MEDICAL GROUP, LLC
HOMETOWN HEALTH MANAGEMENT COMPANY
HOMETOWN HEALTH PLAN, INC.
HOMETOWN HEALTH PROVIDERS INSURANCE COMPANY, INC.
LEGENDS REAL PROPERTY, LLC
NORTHERN SIERRA DIALYSIS CENTER, LLC
OneHealth LLC
RENOWN ACCOUNTABLE CARE, LLC
RENOWN BUSINESSES
RENOWN INSTITUTE FOR HEALTH INNOVATION, LLC
RENOWN HEALTH
RENOWN HEALTH FOUNDATION
RENOWN TRANSITIONAL CARE SERVICES
RENOWN REGIONAL MEDICAL CENTER
RENOWN SOUTH MEADOWS MEDICAL CENTER
SELECT REAL PROPERTY, LLC
SURGERY CENTER OF RENO, LLC 11/14/2005 BUT HTH became member 11/13/2020 Active - Joint Venture THE PLAZA AT WASHOE, LLC
8/20/1999 Active - Joint Venture Renown Businesses – 50%
THE TERRACE AT SOUTH MEADOWS, LLC 10/22/2008 Active - Joint Venture Renown Businesses – 50%
WASHOE BARTON MEDICAL CLINIC, A NEVADA NONPROFIT CORPORATION DBA Carson Valley Medical Center 5/13/1998 Active - Joint Venture
Renown Health – 50%
WESTERN CLINICAL ALLIANCE, LLC

Schedule 1.1.30

Designated Area – Map and zip codes



Planning Service Areas by Zone					
ZIP CODE	CITY	COUNTY	STATE	ZONE	ZONE NAME
89403	Dayton	Lyon	NV	Zone 1-3	Carson Valley
89408	Fernley	Lyon	NV	Zone 1-3	Carson Valley
89410	Gardnerville	Douglas	NV	Zone 1-3	Carson Valley
89413	Glenbrook	Douglas	NV	Zone 1-3	Carson Valley
89411 (PO Box)	Genoa	Douglas	NV	Zone 1-3	Carson Valley
89423	Minden	Douglas	NV	Zone 1-3	Carson Valley
89429	Silver Springs	Lyon	NV	Zone 1-3	Carson Valley
89430	Smith	Lyon	NV	Zone 1-3	Carson Valley
89440	Virginia City	Storey	NV	Zone 1-3	Carson Valley
89444	Wellington	Lyon	NV	Zone 1-3	Carson Valley
89447	Yerington	Lyon	NV	Zone 1-3	Carson Valley

89460	Gardnerville	Douglas	NV	Zone 1-3	Carson Valley
89701	Carson City	Carson City	NV	Zone 1-3	Carson Valley
89702 (PO Box)	Carson City	Carson City	NV	Zone 1-3	Carson Valley
89711 (PO Box)	Carson City	Carson City	NV	Zone 1-3	Carson Valley
89712 (PO Box)	Carson City	Carson City	NV	Zone 1-3	Carson Valley
89713 (PO Box)	Carson City	Carson City	NV	Zone 1-3	Carson Valley
89714 (PO Box)	Carson City	Carson City	NV	Zone 1-3	Carson Valley
89721 (PO Box)	Carson City	Carson City	NV	Zone 1-3	Carson Valley
89703	Carson City	Carson City	NV	Zone 1-3	Carson Valley
89705	Carson City	Douglas	NV	Zone 1-3	Carson Valley
89706	Mound House	Carson City	NV	Zone 1-3	Carson Valley
89428 (PO Box)	Silver City	Carson City	NV	Zone 1-3	Carson Valley
89406	Fallon	Churchill	NV	Zone 1-3	Churchill/Fallon
89496 (PO Box)	Fallon	Churchill	NV	Zone 1-3	Churchill/Fallon
89407 (PO Box)	Fallon	Churchill	NV	Zone 1-3	Churchill/Fallon
89405	Empire	Washoe	NV	Zone 1-3	North Washoe
89412	Gerlach	Washoe	NV	Zone 1-3	North Washoe
89424	Nixon	Washoe	NV	Zone 1-3	Reno/Sparks
89431	Sparks	Washoe	NV	Zone 1-3	Reno/Sparks
89433	Sun Valley	Washoe	NV	Zone 1-3	Reno/Sparks
89434	Sparks	Washoe	NV	Zone 1-3	Reno/Sparks
89436	Sparks	Washoe	NV	Zone 1-3	Reno/Sparks
89439	Verdi	Washoe	NV	Zone 1-3	Reno/Sparks
89441	Sparks	Washoe	NV	Zone 1-3	Reno/Sparks
89442	Wadsworth	Washoe	NV	Zone 1-3	Reno/Sparks
89451	Incline Village	Washoe	NV	Zone 1-3	Reno/Sparks
89452 (PO Box)	Incline Village	Washoe	NV	Zone 1-3	Reno/Sparks
89501	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89502	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89555 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89570 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89503	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89520 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89557 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89506	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89599 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89508	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89509	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89510	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89511	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89512	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89521	Reno	Washoe	NV	Zone 1-3	Reno/Sparks

89523	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89704	Washoe Valley	Washoe	NV	Zone 1-3	Reno/Sparks
89402 (PO Box)	Crystal Bay	Washoe	NV	Zone 1-3	Reno/Sparks
89432 (PO Box)	Sparks	Washoe	NV	Zone 1-3	Reno/Sparks
89435 (PO Box)	Sparks	Washoe	NV	Zone 1-3	Reno/Sparks
89450 (PO Box)	Incline Village	Washoe	NV	Zone 1-3	Reno/Sparks
89504 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89505 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89507 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89513 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89515 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89533 (PO Box)	Reno	Washoe	NV	Zone 1-3	Reno/Sparks
89310	Austin	Lander	NV	Zone 4	
89316	Eureka	Eureka	NV	Zone 4	
89414	Golconda	Humbolt	NV	Zone 4	
89438 (PO Box)	Valmy	Humbolt	NV	Zone 4	
89418	Imlay	Pershing	NV	Zone 4	
89419	Lovelock	Pershing	NV	Zone 4	
89445	Winnemucca	Humbolt	NV	Zone 4	
89446 (PO Box)	Winnemucca	Humbolt	NV	Zone 4	
89801	Elko	Elko	NV	Zone 4	
89802 (PO Box)	Elko	Elko	NV	Zone 4	
89803 (PO Box)	Elko	Elko	NV	Zone 4	
89820	Battle Mountain	Lander	NV	Zone 4	
89821	Crescent Valley	Eureka	NV	Zone 4	
89822	Carlin	Elko	NV	Zone 4	
89823	Deeth	Elko	NV	Zone 4	
89825	Jackpot	Elko	NV	Zone 4	
89826 (PO Box)	Jarbridge	Elko	NV	Zone 4	
89831	Mountain City	Elko	NV	Zone 4	
89832 (PO Box)	Owyhee	Elko	NV	Zone 4	
89834	Tuscarora	Elko	NV	Zone 4	
89835	Wells	Elko	NV	Zone 4	
89830 (PO Box)	Montello	Elko	NV	Zone 4	
89013	Goldfield	Esmerelda	NV	Zone 5	
89045	Round Mountain	Nye	NV	Zone 5	
89047	Silver Peak	Esmerelda	NV	Zone 5	
89010 (PO Box)	Dyer	Esmerelda	NV	Zone 5	
89049	Tonopah	Nye/Esmerelda	NV	Zone 5	
89022 (PO Box)	Manhattan	Nye/Esmerelda	NV	Zone 5	
89409	Gabbs	Nye	NV	Zone 5	
89415	Hawthorne	Mineral	NV	Zone 5	
89420	Luning	Mineral	NV	Zone 5	

89422 (PO Box)	Mina	Mineral	NV	Zone 5
89427	Shurz	Mineral	NV	Zone 5
92328	Death Valley	Inyo	CA	Zone 5
92384	Shoshone	Inyo	CA	Zone 5
92389	Tecopa	Inyo	CA	Zone 5
93513	Big Pine	Inyo	CA	Zone 5
93514	Bishop	Inyo/Mono	CA	Zone 5
93515 (PO Box)	Bishop	Inyo/Mono	CA	Zone 5
93526	Independence	Inyo	CA	Zone 5
93545	Lone Pine	Inyo	CA	Zone 5
93530 (PO Box)	Keeler	Inyo	CA	Zone 5
93549 (PO Box)	Olancho	Inyo	CA	Zone 5
93555	Ridgecrest	Inyo	CA	Zone 5
93522 (PO Box)	Darwin	Inyo	CA	Zone 5
93542 (PO Box)	Little Lake	Inyo	CA	Zone 5
93556 (PO Box)	Ridgecrest	Inyo	CA	Zone 5
93558 (PO Box)	Red Mountain	San Bernardino	CA	Zone 5
96111	Floriston	Nevada	CA	Zone 6
96118	Loyalton	Sierra	CA	Zone 6
96120	Markleeville	Alpine	CA	Zone 6
96126	Sierraville	Sierra	CA	Zone 6
96161	Truckee	Nevada	CA	Zone 6
96160 (PO Box)	Truckee	Nevada	CA	Zone 6
93512	Benton	Mono	CA	Zone 6
93517	Bridgeport	Mono	CA	Zone 6
93529	June Lake	Mono	CA	Zone 6
93546	Mammoth Lakes	Mono	CA	Zone 6
96107	Coleville	Mono	CA	Zone 6
96133	Topaz	Mono	CA	Zone 6
96140	Carnelian Bay	Placer	CA	Zone 6
96141	Homewood	Placer	CA	Zone 6
96142	Tahoma	Placer	CA	Zone 6
96143	Kings Beach	Placer	CA	Zone 6
96145	Tahoe City	Placer	CA	Zone 6
96146	Olympic Valley	Placer	CA	Zone 6
96148	Tahoe Vista	Placer	CA	Zone 6
96150	South Lake Tahoe	El Dorado	CA	Zone 6
96151 (PO Box)	South Lake Tahoe	El Dorado	CA	Zone 6
96152 (PO Box)	South Lake Tahoe	El Dorado	CA	Zone 6
96154 (PO Box)	South Lake Tahoe	El Dorado	CA	Zone 6
96155 (PO Box)	South Lake Tahoe	El Dorado	CA	Zone 6
96156 (PO Box)	South Lake Tahoe	El Dorado	CA	Zone 6
96157 (PO Box)	South Lake Tahoe	El Dorado	CA	Zone 6

96158 (PO Box)	South Lake Tahoe	El Dorado	CA	Zone 6
95915	Belden	Plumas	CA	Zone 7
95980 (PO Box)	Storrie	Plumas	CA	Zone 7
95923	Canyondam	Plumas	CA	Zone 7
95934	Crescent Mills	Plumas	CA	Zone 7
95947	Greenville	Plumas	CA	Zone 7
95956	Meadow Valley	Plumas	CA	Zone 7
95971	Quincy	Plumas	CA	Zone 7
95981	Strawberry Valley	Plumas	CA	Zone 7
95983	Taylorville	Plumas	CA	Zone 7
95984	Twain	Plumas	CA	Zone 7
96006	Adin	Modoc	CA	Zone 7
96015	Canby	Modoc	CA	Zone 7
96020	Chester	Plumas	CA	Zone 7
96054	Lookout	Modoc	CA	Zone 7
96056	McArthur	Modoc/Lassen	CA	Zone 7
96009 (PO Box)	Bieber	Lassen	CA	Zone 7
96068 (PO Box)	Nubieber	Lassen	CA	Zone 7
96101	Alturas	Modoc	CA	Zone 7
96103	Blairsden-Graeagle	Plumas	CA	Zone 7
96104	Cedarville	Modoc	CA	Zone 7
96110 (PO Box)	Eagleville	Modoc	CA	Zone 7
96105	Chilcoot	Plumas	CA	Zone 7
96135 (PO Box)	Vinton	Plumas	CA	Zone 7
96106	Clio	Plumas	CA	Zone 7
96108	Davis Creek	Modoc	CA	Zone 7
96109	Doyle	Lassen	CA	Zone 7
96112	Fort Bidwell	Modoc	CA	Zone 7
96113	Herlong	Lassen	CA	Zone 7
96114	Janesville	Lassen/Plumas	CA	Zone 7
96115	Lake City	Modoc	CA	Zone 7
96116	Likely	Modoc	CA	Zone 7
96117	Litchfield	Lassen	CA	Zone 7
96119	Madeline	Lassen	CA	Zone 7
96121	Milford	Lassen	CA	Zone 7
96122	Portola	Plumas	CA	Zone 7
96123	Ravendale	Lassen	CA	Zone 7
96128	Standish	Lassen	CA	Zone 7
96130	Susanville	Lassen	CA	Zone 7
96127 (PO Box)	Susanville	Lassen	CA	Zone 7
96132	Termo	Lassen	CA	Zone 7
96134	Tulelake	Modoc	CA	Zone 7
96136	Wendel	Lassen	CA	Zone 7

96137

Westwood

Plumas

CA

Zone 7

Schedule 2.3
Existing Arrangements

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
University of Nevada School of Medicine - UNSOM	Renown Health	1000.1252C	UNSOM/Renown Institutional Affiliation Agreement	Medical Education	7/1/2015	6/30/2025	Active	No
University of Nevada School of Medicine - UNSOM	Renown Health	1000.1119C	Faculty Reimbursement Agreement - Coppes - Pediatric Residency	Pediatric Med: Children's Hosp	10/1/2020	8/30/2021	Active	No
University of Nevada School of Medicine - UNSOM	Renown Health	1000.1321C	Confidentiality Agreement	Medical Education	1/31/2017	1/30/2022	Active	No
University of Nevada School of Medicine - UNSOM	Renown Health	1000.1376E	Academic and Program Support Agreement	Medical Education	12/1/2017	4/2/2021	Active	No
Board of Regents of the Nevada System of Higher Education	Renown Regional Medical Center	Aperk RH3361	Master Attachment to the Master Affiliation Agreement		7/1/2019	6/30/21 provided each year by UNR	Active	No
Board of Regents of the Nevada System of Higher Education obo	Renown Regional Medical Center	Signed copy in Aperk RH 3361	Graduate Medical Education Master Affiliation Agreement	Medical Education	7/1/2019	7/1/2024	Active	No

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
University of Nevada, Reno, School of Medicine								
University of Nevada School of Medicine - UNSOM	Hometown Health Plan	1012.1327C	Affiliation Agreement	Medical Education	10/1/2017	11/30/2022	Active	No
University of Nevada School of Medicine - UNSOM	Renown Health	1000.1259C	AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter	Medical Education	8/8/2016	8/8/2021		No
University of Nevada - Reno UNR	Renown Health	1000.923C	Affiliation	Medical Education - Medstaff	4/13/2015	None	Active	Yes
University Of Nevada School Of Medicine Integrated Clinical Services Inc	Hometown Health Plan	Aperk RH1652 , asked for both to be uploaded to Meditract	Professional Services Agreement and Amendment		2/1/2014	2/1/2021	Active	Yes-1 year

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
University of Nevada School of Medicine - UNSOM	Renown Regional Medical Center	1001.1032C	Contract for Cadaver Computerized Tomography Scans	Medical Education - Imaging	4/19/2018	4/17/2021 (will not be renewed after this date)	Active	No
University of Nevada - Reno UNR	Renown Health	1000.1388C	Equipment Sharing Agreement	Radiology	1/12/2018	1/11/2022	Active	No
Board of Regents of the Nevada System of Higher Education obo the University of Nevada School of Medicine	Renown Health, Inc.	Saved in Legal Drive- Requested Meditract upload.	Indemnification Agreement	Unknown	7/23/2009	None	Active	N/a
UNSOM - University Nevada School of Medicine	Renown Regional Medical Center	1001.1538C	Interface Agreement	Clinical Laboratory	10/1/2018	9/30/2021 (Autorenews every year)	Active	Yes
UNSOM - University Nevada School of Medicine	Renown Institute for Health Innovation, LLC	1085.1434C	Investigator Agreement	Clinical Research	3/29/2018	3/29/2023	Active	No

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
University of Nevada, Reno School of Medicine	Renown Regional Medical Center	1001.1494C	Investigator Agreement	Clinical Research - OTHER	6/26/2018	6/26/2023	Active	No
University of Nevada, Reno School of Medicine	Renown Regional Medical Center	1001.1497C	Investigator Agreement	Clinical Research	6/26/2018	6/26/2023	Active	No
University of Nevada, Reno School of Medicine	Renown Regional Medical Center	1001.1508C	Investigator Agreement	Clinical Research - OTHER	8/6/2018	8/6/2023	Active	No
Board of Regents of the Nevada System of Higher Education obo University of Nevada, Reno, School of Medicine	Renown Regional Medical Center	Saved in Legal Drive- Requested Meditract upload.	Investigator Agreement	Office of Research and Education	6/14/2019	6/14/2024	Active	No

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
Board of Regents of the Nevada System of Higher Education obo University of Nevada, Reno, School of Medicine, Nevada State Public Health Laboratory	Renown Regional Medical Center	See Aperek RH1816	Lab Services Agreement		9/29/2015	9/28/2020		No
University Of Nevada School Of Medicine Multispecialty Group Practice North, Inc	Renown Regional Medical Center/Renown So Meadows Medical Center	1063.1484C	Medical Director Agreement for Infectious Disease and Antimicrobial- Dr. Krasner	Infectious Disease/Antimicrobial Stewardship Management	7/1/2018	6/30/2021 (Autorenews each year with compensation reviewed every 3 years)	Active	Yes
University of Nevada - Reno UNR	Renown Health	1000.1228C	Memorandum of Understanding	Clinical Research	4/4/2017	4/3/2021	Active	Yes
University of Nevada School of Medicine - UNSOM	Renown Health	1000.1031C (old); 1000.1857C (new)	Memorandum of Understanding Agreement- Artist in Residence Program	Medical Education - Medstaff	4/15/2020	9/30/2023	Active	No

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
University of Nevada, Reno School of Medicine Integrated Clinic Services, Inc.	Renown Health, and its affiliated entities, including Hometown Health Management Company	Saved in Legal Drive- Requested Meditract upload.	Memorandum of Understanding Regarding De-Integration of Internal Medicine Outpatient Clinic		6/20/2019	None	Active	N/a
Board of Regents of the Nevada System of Higher Education obo the University of Nevada, Reno School of Medicine	Renown Health	Contract-requested to be saved in Meditract	Memorandum of Understanding regarding Department of Neurology Director		7/1/2020	6/30/2021	Active	No
University Of Nevada School Of Medicine Integrated Clinical Services Inc	Hometown Health Management Company	1003.1415C	Professional Service Agreement- IM and Peds (Internal Medicine and Pediatrics)	Renown Medical Group	1/1/2018	12/31/2021	Active	Yes for 3 year terms
University of Nevada School of Medicine - UNSOM	Renown Regional Medical Center	1001.929C	Professional Service Agreement, Psychiatry Resident and Child Fellow Supervision	Psychiatry Resident Supervision	7/1/2020	6/30/2021	Active	No

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
Board of Regents of the Nevada System of Higher Education	Renown Health	Aperek RH 3133	MOU- Purchased Services	Program Development Department	7/1/2017	6/30/2022	Active	No
UNR	Renown Health	1000.1865C	Research Contract	Clinical Research	6/4/2020	6/3/2021	Active	No
Board of Regents and the Nevada System of Higher Education	Renown Regional	Requested to be uploaded to Meditract-saved locally	Credentialing Services Confidential Information Sharing Agreement		2/10/2020	2/9/2023	Active	Yes, for up to two years of one year periods
Board of Regents and the Nevada System of Higher Education	Renown	Aperek RH3205	Radio Agreement	Advertising	1/1/2019	12/31/2020		No
Board of Regents and the Nevada System of Higher Education	Community Care Services	Requested to be uploaded to Meditract-saved locally	Professional Services Agreements for electrocardiograms		3/5/2018	3/5/2023	Active	Yes, auto renews until 3/5/23

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
University of Nevada School of Medicine - UNSOM	Renown Businesses	<u>1064.643C</u>	Real Estate: Medical Office Lease Lease Agreement (Renown as Landlord/Renown as Tenant)	Property Management	10/16/2013	1/31/2021		No
Board of Regents and NV System of Higher Education	Renown Health	<u>Meditract</u>	Joint Providership of Continuing Medical Education Activities		11/1/2020	10/31/2021	Active	Yes- until 10/31/26
University of Nevada School of Medicine - UNSOM	Renown Health	<u>1000.1033E</u>	Affiliation Agreement	Medical Education	4/13/2015	4/12/2025		No
Board NSHE on behalf of UNR	Renown Health	<u>Has this been fully executed?</u>	MOU- Animal Resources	Research	?	12/31/2021	Active	
UNSOM - University Nevada School of Medicine	Renown Health		IC Agreement- Radiology Imaging	Radiology	12/15/2020	7/14/2022	Active	
University health	Renown Health	<u>Pending</u>	Indepdent Contractor Agreement	HR	3/1/2021	2/28/2022	Pending ACTIVE	NO
University Health ICS/MSAN	RRMC	-	Telemedicine Platform Agreement	Telemedicine	1/12/2021	1/11/2022	Active	Yes, 2 one year renewals

<u>Vendor (Other Party)</u>	<u>Contracting Entity</u>	<u>Contract No.</u>	<u>Contract Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Current Status</u>	<u>Auto Renewal</u>
University Health ICS	RRMC	-	Business Associate Agreement		1/12/2021	no term date	Active	yes
University of Nevada School of Medicine (Rural Health)	Renown Health	<u>Was this ever executed?</u>	Business Associate Agreement		June 2019?	June 2024?	?	
University Health/ICS	Renown Health	-	Professional Service Agreement		11/1/2019	10/31/2021	Active	Yes, every yr
University Health/ICS	Renown Health	-	Professional Service Agreement		12/4/2020	12/3/2021	Active	no

Schedule 3.4(g)
Intercompany Loans of ICS and MSAN

- “Historical Loan” and Dean’s Tax which together equal \$4,412,511

Schedule 3.4(i)
Outstanding Obligations of ICS and MSAN

1. Patient refunds due from ICS or MSAN to patients - \$884,827
2. Long term payables due from ICS or MSAN to outside vendors - \$9,606
3. Escheat Funds - \$265,286

Schedule 3.4(l)
Payor Agreement Notices

Access to Healthcare Network

No date for change notice; 60 day for termination

Attn: Executive Director, 235 W. Sixth St., Reno NV 89503 775-770-6035

Aetna Health

No date for change notice; 120 day for termination

Regional Network Contracting & Operations, F953, 2850 Shadelands Dr., Ste. 200,
Walnut Creek CA 94598 with cc to:

Network Manager, 1140 North Town Center Dr., Ste. 190, Las Vegas NV 89144

Aetna Behavioral Health

PO Box 5, 1425 Union Meeting Road., MS F226, Blue Bell, PA 19422

Anthem Blue Cross/Blue Shield (Rocky Mountain Hospital & Medical Services, Inc. d/b/a
Anthem BCBS

And HMO Colorado, Inc. d/b/a HMO Nevada)

90 day for change in status; 120 day for termination

Attn: Regional VP, Provider Solutions, 9133 West Russell Rd, Las Vegas NV 89148
855-854-1438

Benefit Plan Administrators, Inc. (BPA) 775-826-7200

Carpenters Health & Insurance Trust Fund for Northern Nevada

Electrical Workers Health & Welfare Plan for Northern Nevada

Northern Nevada Laborers Health & Welfare Trust Fund

Northern Nevada Operating Engineers Health & Welfare Trust Fund

Teamsters Local No. 533 Health & Welfare Trust Fund 775-348-6060

Nevada Healthcare Inc.

No date for change notice; 30 day for termination

Attn: James Mace, Administrator, 445 Apple Street, Ste. 200, Reno NV 89502

CIGNA Behavioral Health

No date for change notice; 60 day for termination

Attn: Network Services, 11095 Viking Drive, #350, Eden Prairie, MN 55344
800-244-6224

Great West Healthcare (now known as CIGNA Healthcare Inc.)

ASAP for changes; 90 day for termination

Attn: Provider Contracting Director, 6909 E. Greenway Parkway, Ste. 180, Scottsdale AZ 85254

Coventry Healthcare (First Health)

No date for change notice; 90 day for termination
1140 N. Town Center Dr., Ste. 190, Las Vegas NV 89144 800-377-3161

Custom Ink LLC (self funded/ administered by WebTPA)

No date for change notice; 90 day for termination
Attn: WebTPA, 8500 Freeport Pkwy., Ste. 400, Irving TX 75063 866-975-9460

Healthsmart Preferred Care II, LP & Healthsmart Preferred Network II, Inc. (replacing Interplan)

No date for change notice; 90 day for termination
Attn: Legal Department, 222 W. Las Colinas Blvd., Ste. 600N, Irving, TX 75039

Hometown Health Providers Insurance Company Inc. & Hometown Health Plan, Inc.

No date for change notice; 120 day for termination
Attn: Vice President, 830 Harvard Way, Reno, NV 89502

Health Management Concepts Inc. d/b/a HMC Healthworks (Behavioral Health only)

No date for change notice: 90 day for termination
Attn: Provider Relations Dept., 5840 Banneker Rd., Ste. 270, Columbia MD 21044

Healthplan of Nevada (HPN) (incl Medicaid, Speech Language Patho & Audio, Behavioral Health)

Healthplan of Nevada HMO
Sierra Health & Life Insurance Company PPO
Medicare Advantage PPO
Northern Nevada Health Network, Inc.
No date for change notice; 90 day for termination
Attn: VP – Network Development & Contracts, PO Box 15645, Las Vegas NV 89114-

5645

BHO Nevada Medicaid Participation (mental health for HPN)
Behavioral Healthcare Options (BHO)
No date for change notice: 30 day for termination
PO Box 15645, Las Vegas NV 89114-5645
775-624-6080

Humana

Health Value Management Inc. d/b/a Choice Care Network
No date for change notice; 90 day for termination
Attn: President, Choice Care Network PO Box 19013, Green Bay WI 54307 with cc to:
Choice Care Network, 770 E. Warm Springs Rd., #340, Las Vegas NV 89119

Medicaid HPN
800-962-8074

Medicaid FFS
877-638-3472

Nevada Medicaid & NV Check Up Provider
Nevada DHHS/Division of Health Care Financing & Policy
5 working days for notice of change; 90 day for termination
1100 E. William Street, Ste. 101, Carson City, NV 89701

Amerigroup Nevada Inc. d/b/a Amerigroup Community Care
Medicaid
No dates for notice
7251 W. Lake Mead Blvd., Ste. 104, Las Vegas NV 89128
800-454-3730

Medicare
US DHHS/ Centers for Medicare & Medicaid Services (CMS)
Carrier is Noridian
90 day notice of change to contractor
<http://www.hcfa.gov/medicare/enrollment/forms>

Nevada Preferred Healthcare Providers
30 day notice for change; 90 day notice for termination
639 Isbell Road, Ste. 400, Reno NV 89509

Lifepoint Inc. d/b/a Optumcare
No date for change; 90 day for termination
OptumCare, Attn: Chief Operating Officer, 2716 N. Tenaya Way, 5th Flr, Las Vegas NV
89128

Robert B. McBeath MD II PC d/b/a OptumCareIPA
No date for change; 90 day for termination
2724 N. Tenaya Way, Ste. 259, Las Vegas NV 89128

Prominence HealthFirst (Prominence Health Plan)

No dates for notice or termination
1510 Meadowwood Lane, Reno NV 89502

Silver Summit HealthPlan Inc.

Medicaid plan
No date for change, 90 day for termination
2500 North Buffalo Drive, Ste. 250, Las Vegas NV 89128

Silver State ACO LLC

No date for change; 90 day for termination
801 South Rancho Drive, Ste. C-1, Las Vegas NV 89106
702-800-7084

Six Degrees Health Inc.

No date for change; 120 day for termination
Attn: General Counsel, 1600 NW Compton Dr., Ste. 208, Beaverton OR 97006
888-615-6938

Specialty Health MCO, Inc.

No date for change; 90 day for termination
330 E. Liberty Street, Ste. 200, Reno, NV 89501
775-398-3601

Three Rivers Provider Network Inc.

No date for change; 90 day for termination
Attn: Chief Operating Officer, 1620 Fifth Ave., Ste. 900, San Diego CA 92101

TriCare Program – Dept of Defense (CHAMPUS)

Managed Health Network, Inc. – mental health/substance abuse
HealthNet Federal Services LLC (HNFS) – primary/specialty
No date for change; 90 day for termination
PO Box 10086 San Rafael CA 94912
800-541-3353

TriWest Healthcare Alliance Corp.

(was TriCare contractor before 4.1.2013)
No date for change; 90 day for termination
PO Box 42049, Phoenix AZ 85053

United Healthcare Military & Veterans

(TriCare contractor 4.1.2013)

No dates for change or term

2222 W. Dunlap Ave., Phoenix AZ 85201

United Behavioral Health

425 Market Street, 14th Flr, San Francisco CA 94105

Interplan Corporation (Interplan Health Group)

No date for change or term

Attn: Provider Relations/Recruitment Supervisor, 2575 Grand Canal Blvd, Ste. 100

Stockton CA 95207

800-444-4036

Nevada Dept. of Employment, Training & Rehabilitation Division (DETR)

No date for change or term

500 E. Third Street, Carson City NV 89713

775-684-3881

Yerington Paiute Tribal Health Clinic

No date for change; 90 day for termination

171 Campbell Lane, Yerington NV 89557

United Healthcare Insurance Company

Pacificare of Nevada, Inc.

United Healthcare Network Management

10 day notice of change; 90 day for termination

2720 N. Tenaya Way, 3rd Flr., Las Vegas NV 89128

702-632-5654

Schedule 3.4(m)

List of Clinic Space Lease Arrangements of ICS, UNR Med or its Affiliates

Clinic Premises	Start Date	Payment Terms	Ownership Type	Landlord	Department Function	Total Square Footage
University Health at 745 W. Moana Lane, Reno, NV 89509 (First Floor 20,000 sf., Second Floor 10,000 sf., Third Floor Billing 3,500 sf.)	7/30/2018	Original purchase price \$9M, year built 1998	Owned	NSHE	Family Medicine, Psychiatry, OBGYN, and Billing Centers	33,500
University Health at 5190 Neil Road, Suite 215, Reno, NV 89502	3/1/2015	Ends 6/30/2022; (1) Eighty-Eight month lease, rent increases 4% annually starting 7/1/2016, 7.295% Tenant Percentage of Operating Expenses, Taxes, Insurance and Utility Cost annually starting 7/1/2016	Lease	LBA Realty	Psychiatry Department	7,740
University Health at 6130 Plumas Street, Reno, NV 89519	10/1/2019	Ends 2/28/2025; (1) Five year plus Four month Full Service Gross lease with (1) Five year extension & \$2,750,000 purchase option, rent increases 2.5% annually starting 11/01/2020	Lease	Rope LLC	Internal Medicine Department	12,998
University Health at 6255 E. Sharlands Ave. Reno, NV 89523 "Suite C"	1/1/2020	Ends 2/28/2025; (1) Five year Full Service Gross Sub-lease with (1) Two year auto extension unless renewed sooner. Rent abated for 1st month of each lease year, rent increases 2% annually starting 03/01/2021	Sub-lease	Saint Mary's Medical Group	Endocrinology Division	4,141
University Health at 6255 E. Sharlands Ave. Reno, NV 89523 "Suite D"	1/1/2020	Ends 2/28/2025; (1) Five year Full Service Gross Sub-lease with (1) Two year auto extension unless renewed sooner. Rent abated for 1st month of each lease year, rent increases 2% annually starting 03/01/2021	Sub-lease	Saint Mary's Medical Group	Dermatology Department	2,233
Sports Medicine Complex Building, 101 E. Stadium Way, Reno, NV 89557	1/1/2012	On University Campus	NSHE	NSHE	Patient-Centered Family Medicine Department	4,167
Nell J. Redfield Building, 1664 N. Virginia Street, Suite 100, Reno, NV 89557	??	On University Campus	NSHE	NSHE	Speech Pathology and Audiology Department	11,652

Totals:

76,431

Schedule 3.4(o)

**Employee Benefit Plans to Be Terminated and Wound Down Prior to the Member
Substitution Effective Time**

1. University of Nevada School of Medicine Integrated Clinical Services, Inc. 401(K) Plan
2. Welfare Benefit Plan
3. Section 125 Plan (a/k/a The BESTflex Plan)

Schedule 3.4(p)
List of Medicaid Managed Care Contracts

1. Medicaid HMO Product (Amerigroup)
2. NV Medicaid
3. NV Medicaid Healthy Kids Group Agreement (EPSDT)
4. HPN-Medicaid
5. HPN _ Medicaid Primary Care Physician Agreement
6. HPN - Medicaid Consulting Provider
 - a. NV Check Up Consulting Provider, Amendment
7. State of NV Children with Special Health Care Needs (CSHCN) Provider Agreement
8. BCBS Medicaid
9. Silver Summit Medicaid
10. Medicaid FFS

Schedule 3.5

Accounts Payable, Accrued Payroll and Employee Related Expenses

Liabilities	MSAN	MSAS	NFPRP	Pharm	Total
Accounts Payables	(150,000)	0	0	0	(150,000)
Accrued Payroll	(108,000)	0	0	0	(108,000)
SBA Loans	0	0	0	0	0

Schedule 3.9(a)(i)
Existing UNR Insurance Policies

- Travelers Insurance
 - Commercial Crime 2/23/2021-2/23/2022
- ProAssurance
 - Commercial General Liability 7/1/2020
 - Medical Professional Liability retro to 7/1/1978
- Self funded NSHE 7/1/2020
 - Auto Property
 - Property Damage
 - Workers Comp
- Hartford - Workers Comp 4/1/2021 - 4/1/2022
- Lexington Insurance Co.
 - State of Nevada NSHE Umbrella/Excess 9/1/2020

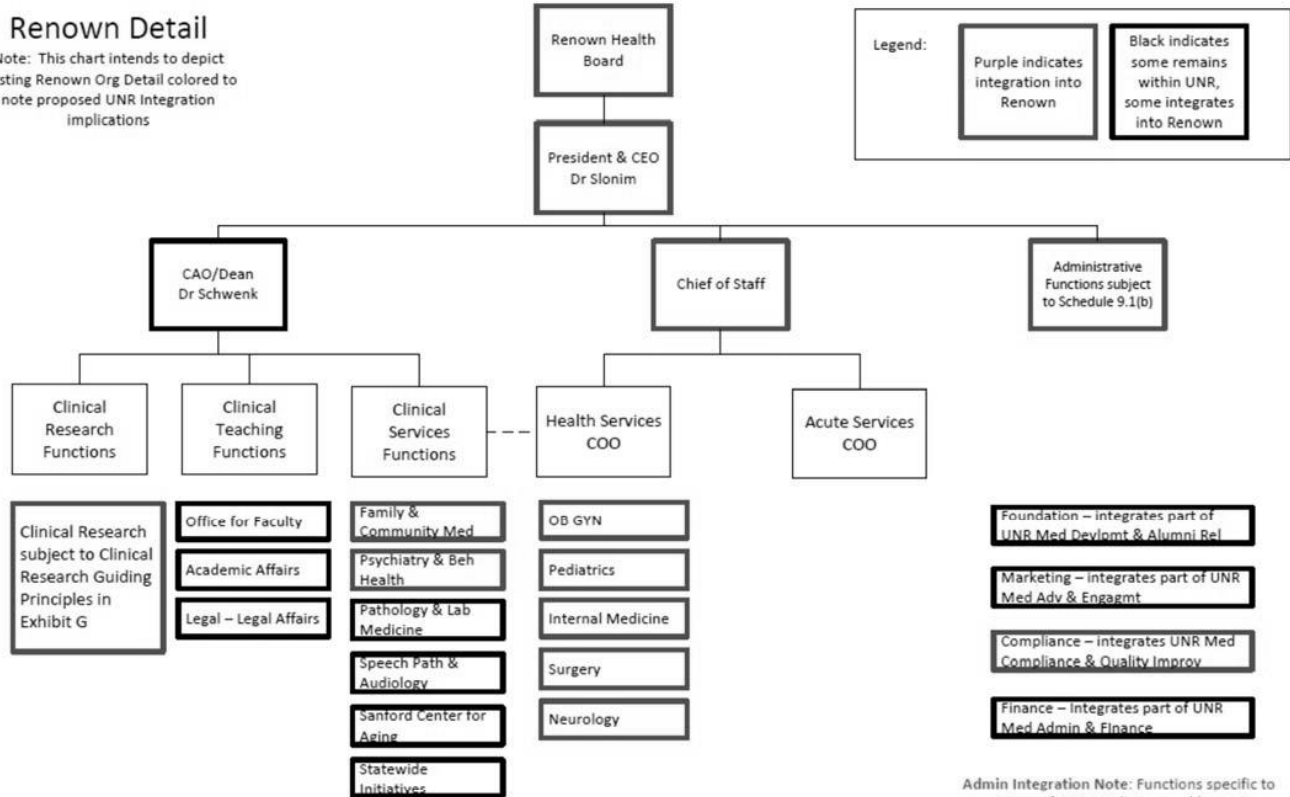
Schedule 4.1(e)
Non-Clinical Instruction

- Anatomy
- Biochemistry
- Cell Biology
- Developmental Bio
- Embryology
- Epidemiology/Biostats
- Genetics
- Hematology
- Histology
- Human Behavior
- Immunology
- Microbiology
- Molecular Biology
- Neuroscience
- Nutrition
- Pathology
- Pathophysiology
- Pharmacology
- Physiology

Schedule 4.1(f) Clinical Instruction

Renown Detail

Note: This chart intends to depict existing Renown Org Detail colored to note proposed UNR Integration implications



Clinical Integration Note: UNR Med Clinical services integrated into Renown Clinical operations in phases.

Phase 1, includes infrastructure (such as EMR, billing, etc. plus some clinical operations depicted above) transition upon close, asap.

Phase 2, integrate remaining clinical operations within 36 months following close.

Admin Integration Note: Functions specific to operations of UNR Medicine would remain with UNR Medicine, functions specific to clinical operations, teaching and research functions would integrate with Renown.

Cost and operational efficiency would be first priority in the integration of UNR Med administrative functions.

Capability or capacity not sufficient within existing Renown functions would be retained and integrated.

Schedule 7.2(a)
Existing UNR Clinical Affiliations

UNR Med Resident and Fellow Agreements 2021

UNR Med Speech Pathology Audiology 2021

Dept	Entity	Contract Name	Service Location	Provider(s) Performing Service	Contract Term	Start Date	Expiration Date	Hourly Rate	Comments	Active
UNR Med Contracts										
SPA	Advanced Health Care of Reno	Education Affiliation Agreement	Reno, NV	Student Externs	5 Years	5-Jun-19	4-Jun-24	None	local rotation	Yes
SPA	Advanced Pediatric Therapies	Education Affiliation Agreement	Sparks, NV	Student Externs	5 Years	1-Jan-19	31-Dec-23	None	local rotation	Yes
SPA	All For Kids Pediatric Therapy, LLC	Education Affiliation Agreement	Anchorage, AK	Student Externs	1/5/1900	21-Aug-20	20-Aug-25	None	away rotation	Yes
SPA	Bishop Unified School District	Education Affiliation Agreement	Bishop, CA	Student Externs	5 Years	1-Jun-20	31-May-25	None	away rotation	Yes
SPA	CareMeridian 4 Kids	Education Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	1-Jul-18	30-Jun-23	None	away rotation	Yes
SPA	Carson City School District	Education Affiliation Agreement	Carson City, NV	Student Externs	5 Years	1-Feb-18	31-Jan-23	None	local rotation	Yes

Dept	Entity	Contract Name	Service Location	Provider(s) Performing Service	Contract Term	Start Date	Expiration Date	Hourly Rate	Comments	Active
SPA	Churchill County School District	Education Affiliation Agreement	Fallon, NV	Student Externs	5 Years	14-Feb-18	13-Feb-23	None	local rotation	Yes
SPA	Circle Creek Therapy	Education Affiliation Agreement	Auburn, WA	Student Externs	5 Years	1-Nov-17	31-Oct-22	None	away rotation	Yes
SPA	Continuum, The	Education Affiliation Agreement	Reno, NV	Student Externs	5 Years	1-Jan-21	31-Dec-25	None	local rotation	Yes
SPA	Cook Speech & Language	Education Affiliation Agreement	Sacramento, CA	Student Externs	5 Years	1-Jan-20	31-Dec-24	None	away rotation	Yes
SPA	CW Speech Language Pathologists Inc	Education Affiliation Agreement	Lafayette, CA	Student Externs	5 Years	4-Dec-18	3-Dec-23	None	away rotation	Yes
SPA	Health Facilities Rehab Services Inc	Education Affiliation Agreement	Sikeston, MO	Student Externs	5 Years	19-Apr-19	18-Apr-22	None	away rotation	Yes
SPA	High Desert Education Service District	Education Affiliation Agreement	Redmond, OR	Student Externs	5 Years	3-Sep-18	2-Sep-23	None	away rotation	Yes
SPA	High Hopes Development Center	Education Affiliation Agreement	Franklin, TN	Student Externs	5 Years	5-Aug-19	8-Apr-24	None	away rotation	Yes
SPA	Highline Physical Therapy	Education Affiliation Agreement	Tukwila, WA	Student Externs	5 Years	1-Oct-17	30-Sep-22	None	away rotation	Yes

Dept	Entity	Contract Name	Service Location	Provider(s) Performing Service	Contract Term	Start Date	Expiration Date	Hourly Rate	Comments	Active
SPA	Highline Public Schools	Education Affiliation Agreement	Burien, WA	Student Externs	5 Years	1-Jan-18	31-Dec-22	None	away rotation	Yes
SPA	InMotion Imaging, LLC	Education Affiliation Agreement	Spokane, WA	Student Externs	5 Years	1-Dec-17	30-Nov-22	None	away rotation	Yes
SPA	interface rehab, inc	Education Affiliation Agreement	Placentia, CA	Student Externs	5 Years	30-Oct-19	29-Oct-24	None	away rotation	Yes
SPA	Learning Tree Therapy, Inc	Education Affiliation Agreement	Habor City, CA	Student Externs	5 Years	2-Jan-20	1-Jan-25	None	away rotation	Yes
SPA	Life Care Centers of America, Inc.	Education Institution Affiliation Agreement	Cleveland, TN	Student Externs	1 Year (auto renewal 1 yr up to 5 yrs max)	26-Jan-21	25-Jan-26	None	away rotation	
SPA	Lucid Speech & Language Clinic	Education Affiliation Agreement	Murrieta, CA	Student Externs	5 Years	1-Mar-21	28-Feb-26	None	away rotation	Yes
SPA	Lynne Alba Speech Therapy Solutions, PC	Education Affiliation Agreement	Torrance, CA	Student Externs	5 Years	29-Jul-19	28-Jul-24	None	away rotation	Yes
SPA	Lynnwood Speech and Language Services	Education Affiliation Agreement	Lynnwood, WA	Student Externs	5 Years	1-Jan-17	31-Dec-21	None	away rotation	Yes
SPA	Marshall Medical Center	Education Affiliation Agreement	Placerville, CA	Student Externs	5 Years	21-Nov-19	20-Nov-24	None	away rotation	Yes

Dept	Entity	Contract Name	Service Location	Provider(s) Performing Service	Contract Term	Start Date	Expiration Date	Hourly Rate	Comments	Active
SPA	Monrovia Unified School District	Education Affiliation Agreement	Monrovia, CA	Student Externs	5 Years	30-Oct-19	29-Oct-24	None	away rotation	Yes
SPA	Nevada Speech and Therapy Group (Nicole Anderson)	Education Affiliation Agreement	Sparks, NV	Student Externs	5 Years	1-Jan-20	31-Dec-24	None	local rotation - 2 owners dba NV Speech & Therapy; need 2 agreements	Yes
SPA	Nevada Speech and Therapy Group (Stefanie Brannan)	Education Affiliation Agreement	Sparks, NV	Student Externs	5 Years	1-Jan-20	31-Dec-24	None	local rotation - 2 owners dba NV Speech & Therapy; need 2 agreements	Yes
SPA	Northern Inyo Hospital	Education Affiliation Agreement	Bishop, CA	Student Externs	5 Years	8-May-19	7-May-24	None	away rotation	Yes
SPA	Northern Nevada Medical Center	Education Affiliation Agreement	Sparks, NV	Student Externs	5 Years	1-Jan-19	31-Dec-23	None	local rotation	Yes
SPA	Oregon Health Science University (OHSU)	Affiliation Training Agreement	Portland, OR	Student Externs	5 yrs	6-Sep-18	5-Sep-23	None	and Speech Path students) see Med Student tab for contacts	Yes
SPA	Services Reno, dba Saint Mary's Regional	Amendment to Student Field Experience	Reno, NV	Student Externs	5 Years	1-Nov-18	31-Oct-23	None	local rotation	Yes

Dept	Entity	Contract Name	Service Location	Provider(s) Performing Service	Contract Term	Start Date	Expiration Date	Hourly Rate	Comments	Active
	Medical Center	Program Agreement								
SPA	Redmond Speech & Language	Education Affiliation Agreement	Redmond, OR	Student Externs	5 Years	1-Nov-17	31-Oct-22	None	away rotation	Yes
SPA	Reno-Tahoe Therapy Group (Play on Words dba Reno-Tahoe Theraphy Group)	Education Affiliation Agreement	Reno, NV	Student Externs	5 Years	5-Nov-20	4-Nov-25	None	away rotation	Yes
SPA	Renown Health	Affiliation Agreement	Reno, NV	Student Externs	5 Years	13-Apr-20	12-Apr-25	None	local rotation	Yes
SPA	Rideout Memorial Hospital	Master Affiliation Agreement	Yuba City, CA	Student Externs	3 Years	8-Jun-18	7-Jun-21	None	away rotation	Yes
SPA	Roseville Joint Union High School District	Education Affiliation Agreement	Roseville, CA	Student Externs	5 Years	1-Jul-18	30-Jun-23	None	away rotation	Yes
SPA	Rosewood Rehabilitation Center (Wildcreek Healthcare Inc.)	Education Affiliation Agreement	Reno, NV	Student Externs	5 Years	6-Dec-18	5-Dec-23	None	local rotation	Yes
SPA	Santa Barbara Unified School District	Education Affiliation Agreement	Santa Barbara, CA	Student Externs	5 Years	1-Mar-19	29-Feb-24	None	away rotation	Yes

Dept	Entity	Contract Name	Service Location	Provider(s) Performing Service	Contract Term	Start Date	Expiration Date	Hourly Rate	Comments	Active
SPA	Seattle School District No. 1	Education Affiliation Agreement	Seattle, WA	Student Externs	5 Years	1-Jan-16	31-Dec-20	None	away rotation	Yes
SPA	Sierra Therapy Group	Education Affiliation Agreement	Reno, NV	Student Externs	5 Years	1-Jan-19	31-Dec-23	None	local rotation	Yes
SPA	Speech Pathology Group	Education Affiliation Agreement	Walnut Creek, CA	Student Externs	5 Years	7-Jun-19	23-Dec-24	None	away rotation	Yes
SPA	Speech Therapy Center of Excellence	Education Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	2-May-18	1-May-23	None	local rotation (Las Vegas)	Yes
SPA	Stanislaus County Office of Education	Education Affiliation Agreement	Modesto, CA	Student Externs	5 Years	1-Jan-17	31-Dec-21	None	away rotation	Yes
SPA	Tahoe Truckee Unified School District	Education Affiliation Agreement	Truckee, CA	Student Externs	5 Years	1-Oct-17	30-Sep-22	None	away rotation	Yes
SPA	Teamwork Speech Therapy	Education Affiliation Agreement	Pleasanton, CA	Student Externs	5 Years	18-Sep-18	17-Sep-23	None	away rotation	Yes
SPA	The AAC Speech Clinic	Education Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	30-Nov-20	29-Nov-25	None	away rotation	Yes
SPA	Therapy Management Group	Education Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	1-Nov-16	31-Oct-21	None	away rotation	Yes
SPA	University of Utah Health Care	Clinical Training Agreement	UNR SPA Clinic	Student Externs	5 Years	1-Sep-16	31-Aug-21	None	HOST agreement	Yes

Dept	Entity	Contract Name	Service Location	Provider(s) Performing Service	Contract Term	Start Date	Expiration Date	Hourly Rate	Comments	Active
SPA	Valley Health System / Summerlin Hosp Med Ctr	School Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	1-Jan-19	31-Dec-23	None	away rotation (includes PA students)	Yes
SPA	Veterans Affairs (VA)Palo Alto Health Care System	Affiliation Agreement	Palo Alto, CA	Student Externs	as stated	21-Sep-16	1-Jun-21	None	away rotation	Yes
SPA	Veterans Affairs (VA) Southern NV Health CareSystem	Affiliation Agreement	Las Vegas, NV	Student Externs	as stated	1-Feb-15	open-ended	None	local rotation (Las Vegas) PLA has ending date of 1/31/2020	Yes
SPA	West Contra Costa Unified School District	Education Affiliation Agreement	San Pablo, CA	Student Externs	5 Years	1-Jul-20	30-Jun-25	None	away rotation	Yes
SPA	Veteran Affairs (VA) Southern NV Health CareSystem	Master Affiliation Agreement	Las Vegas, NV	Student Externs	5 years	1-Jul-20	30-Jun-25	None	See PLA for Grad Student Extern	Yes
SPA	Veteran Affairs (VA) Southern NV Health CareSystem	Program Letter of Agreement	Las Vegas, NV	Grad Student	as stated	17-Aug-20	30-Jun-25	None		yes

OME/Medical and PA Student Agreements - 4/1/2021

Other Party/Business Partner	Type	Entity/ Dept.	Effective Date	Expiration Date	Term	Contact Information	INCLUDES PA LANGUAGE?	Status	Notes
AEMS, Ltd dba Aspen Quick Care	AAMC Uniform Training Affiliation Agreement	UNR Med (PA)	3/2/2020	3/1/2025	5 yrs	David White President of Aspen Quick Cares davidwhiteaems@gmail.com	PA only	COMPLETE	AWAY rotation
A.T. Still University - School of Osteopathic Medicine in Arizona	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/21/2018	8/20/2023	5 yrs	Donna "Renee" McBride (go by Renee not Donna) Phone: 480 245-6251 dmcbride@atsu.edu	NO	COMPLETE	AWAY rotation
Banner Health	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/25/2017	1/23/2021	3 yrs	Cassy Neilan Cassy.Neilan@bannerhealth.com 602-747-2479	YES	COMPLETE	Their agreement form - should cover all their facilities if agreed by parties; excludes residents/fellows. 1st Amendment to extend term 1 year
Barton Healthcare System (Tahoe Ortho and Sports Medicine)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/19/2020	10/18/2025	5 yrs	Jennifer Locke GME Institutional Coordinator 530-543-5781 jlocke@bartonhealth.org	YES	COMPLETE	
Battle Mountain General Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/24/2018	9/23/2023	5 yrs	Jason Bleak, Administrator/CEO jbleak@bmgh.org Jessica Ceja, Admin Assistant jceja@bmgh.org (775)635-2550 ext 1111	YES	COMPLETE	AWAY rotation
Betty Ford Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	12/11/2018	12/10/2023	5 yrs	Joseph Skrajewski, MA, MFTI Executive Director, Medical & Professional Education Hazelden Betty Ford Foundation Office: 760-773-4375	NO	COMPLETE	AWAY rotation

Other Party/Business Partner	Type	Entity/ Dept.	Effective Date	Expiration Date	Term	Contact Information	INCLUDES PA LANGUAGE?	Status	Notes
						jskrajewski@hazeldenbetyford.org			
Billings Clinic	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/1/2016	6/30/2021	5 yrs	Kristina McComas kmccomas@billingsclinic.org (406)238-5059		COMPLETE	03/05/21 per Kristen and Patrick no need to renew; AWAY rotation
Bingham Memorial Hospital	Clinical Affiliation Agreement	UNR Med (PA)	7/9/2020	7/8/2025	5 yrs	Candace Raschke, BSPNWU Regional Site Administrator/Student Coordinator Office: (208)782-2953 craschke@binghammemorial.org	PA only	COMPLETE	AWAY rotation
Boulder City Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/8/2016	7/7/2021	5 yrs	Rebecca Ricksecker rricksecker@bouldercityhospital.org (702)293-4111 Ext. 576	YES	COMPLETE	RURAL
California Pacific Medical Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	5/16/2017	5/15/2022	5 yrs	Justin Morales MoralJ4@sutterhealth.org (415)600-5847	YES	COMPLETE	AWAY rotation
Campbell University	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	5/9/2018	5/8/2023	5 yrs	Nancy Lawrence lawrencen@campbell.edu 910-814-5210	YES	COMPLETE	Host agreement
Carson Dermatology (Clemmensen Adams & Tack LTD dba Carson Dermatology)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/6/2019	8/5/2024	5 yrs	leah brekken lbrekken@carsondermatology.org	YES	COMPLETE	
Carson Medical Group	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	2/29/2020	3/1/2025	5 yrs	Becky Hepler Administrator/COO 775-283-5808 BHepler@cmgnv.com	YES	COMPLETE	
Carson Surgical (Thomas, King & Hallow MDS, LTD)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/23/2019	9/22/2024	5 yrs	Hector Ramirez-Zepeda Direct: 775.525.9960 hector@innovateumd.com	YES	COMPLETE	
Carson Tahoe Health	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	4/5/2017	4/4/2022	5 yrs	CJ Ojanpera cj.ojanpera@carsontahoe.org (775)445-7305	YES	COMPLETE	

Other Party/Business Partner	Type	Entity/ Dept.	Effective Date	Expiration Date	Term	Contact Information	INCLUDES PA LANGUAGE?	Status	Notes
Carson Valley Medical Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	11/8/2018	11/7/2023	5 yrs			COMPLETE	RURAL
Children's Bone & Spine Surgery, LLP	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/4/2018	6/3/2023	5 yrs			COMPLETE	
Children's Mercy Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/8/2019	7/7/2024	5 yrs	April Gerry algerry@cmh.edu	NO	COMPLETE	AWAY rotation
Columbia University College of Physicians & Surgeons	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/15/2016	8/14/2021	5 yrs	Brooke Rawson br2408@cumc.columbia.edu (212)305-1642		COMPLETE	AWAY rotation
Community Health Alliance	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/19/2016	10/18/2021	5 yrs	Chuck Duarte Cduarte@chanevada.org (775)336-3017	YES	COMPLETE	
County of Santa Clara, County of Santa Clara Health System	Affiliation Agreement	UNR Med (OME)	10/5/2020	10/4/2025	5 yrs	Jason Gubuan Contract Solutions Department heath-jason.gubuan@hhs.sccgov.org 408-885-7762	PA only	COMPLETE	AWAY rotation
Desert Orthopedic Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/4/2018	6/3/2023	5 yrs			COMPLETE	
Desert Radiology	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	4/26/2018	4/25/2023	5 yrs	Siobhan Wilkinson swilkinson@desertrad.com (702)759-7726	NO	COMPLETE	
Desert Willow Treatment Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/19/2017	6/18/2022	5yrs	Jacqueline Wade jwade@dcfs.nv.gov	YES	COMPLETE	amendment #1 to extend from 2 yrs to 5yrs
Des Moines University	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/4/2018	9/3/2023	5 yrs	Emily Grogan Phone: 515-271-1419 Emily.Grogan@dmu.edu	NO	COMPLETE	
Digestive Health Associates	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/1/2019	6/30/2024	5 yrs	Nelson Velasquez nvelasquez@digestivehealthreno.com	YES	COMPLETE	

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Digestive Health Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/1/2020	12/31/2024	5 yrs	Laura Kennedy Center Director LKennedy@digestivehealthreno.com	YES	COMPLETE	
Eye Care Associates of Nevada - CurtisManning, MD	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/29/2018	6/28/2023	5 yrs	Curtis Manning, MDcmanning@eyecareassociatesnv.com	YES	COMPLETE	
Gastroenterology Associates, PC	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/24/2019	10/23/2024	5 yrs	Cindy Lighthill Executive Director clighthill@giconsultants.com	YES	COMPLETE	previous name Gastroenterology Consultants
Grover C. Dils Medical Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	5/20/2020	5/19/2025	5 yrs	Melissa S. Rowe Administrator/CEO (775) 726-8005	YES	COMPLETE	
Healthcare Partners, NV, an Intermountain Healthcare Company	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/6/2019	8/5/2024	5 yrs	Denise Dalzell, CPCS Provider Liaison, Provider Service 702.932.8526 ddalzell@hcpnv.com	YES	COMPLETE	
Humboldt General Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/3/2017	1/2/2022	5 yrs	Sandi Lehman lehmans@hghospital.org (775)623-5222 Ext. 1124	YES	COMPLETE	RURAL
Huntridge Family Clinic (John Phoenix, APRN, PLLC dba Huntridge Family Clinic	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/14/2019	8/13/2024	5 yrs	John Phoenix jphoenixaprn@gmail.com	PA only	COMPLETE	AWAY ROTATION
Johns Hopkins University SOM	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/15/2017	6/14/2022	5 yrs	Susan Scott sscott72@jhmi.edu (410) 614-4320	YES	COMPLETE	AWAY rotation
Kaiser Foundation Health Plan, Hawaii Region	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/1/2019	6/30/2024	2 yrs +1 yrrenewal up to 5 yrs	Elizabeth A Schatz Elizabeth.A.Schatz@kp.org 808-265-9205	NO	COMPLETE	AWAY rotaion
Kaiser Foundation Hospitals, The Permanente Medical Group, Inc. (Northern California)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/1/2020	7/31/2025	5 yrs	Jennie Gomez Jennie.Gomez@kp.org	NO	COMPLETE	AWAY rotation;Includes all Kaiser facilities listed on Exhibit 1

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Kingston Health Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/19/2016	9/18/2021	5 yrs	Ann Miles milesmiles2@yahoo.com	YES	COMPLETE	PA clinic ONLY
Lahontan Valley Surgical	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	12/18/2018	12/17/2023	5 yrs	Linda McKnight Office Manager Linda.Mcknight@uhsinc.com Sparks 775-356-4888 Dr. Michael J Murray	YES	COMPLETE	AWAY rotation
Lake's Crossing Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/14/2019	7/13/2024	5 yrs	Drew Cross Agency Director Yeng Chao Administrative Services Officer Ilychao@health.nv.gov	NO	COMPLETE	AWAY rotation
Mammoth Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/25/2019	6/24/2024	5 yrs	Nancy Hilmo nancy.hilmo@mammothhospital.com	YES	COMPLETE	AWAY rotation
Marian Regional Medical Center (Santa Maria and Arroyo Grande Campuses) (Dignity Health, filed here)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/20/2020	8/19/2025	5 yrs	Janet Datu Administration Supervisor Governance Senior Executive Coordinator to Chuck Cova, Division President 805.739.3104 (Direct)	NO	COMPLETE	AWAY rotation
Mayo Clinic	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/1/2020	9/30/2025	5 yrs	Rebecca Waar Contract Manager Education Business Services Mayo Clinic College of Medicine & Science 507-284-4339 waara.rebecca@mayo.edu	NO	COMPLETE	AWAY rotation; includes Mayo clinic entities located in Scottsdale, AZ, Jacksonville, FL, & Rochester, MN
Mercy Medical Center Mt. Shasta (Dignity Health, filed here)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/21/2020	10/20/2025	5 yrs	Colleen Bring Administrative Assistant to CNEO/Vice President 530-926-9381 Colleen.Bring@DignityHealth.org	NO	COMPLETE	AWAY rotation

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Mesa View Medical Group	Non Exclusive Student Affiliation Agreement	UNR Med (OME)	8/10/2020	8/9/2023	3 yrs	Dianne Jones Executive Secretary to CEO Ph. 702-345-4280 dianne.jones@mesaviewhospital.com	YES	COMPLETE	AWAY rotation
Mesa View Regional Hospital	Non Exclusive Student Affiliation Agreement	UNR Med (OME)	4/19/2019	4/18/2022	3 yrs	Christy Siegrist, Contract Administrator Phone: 702-345-4344 Christy.Siegrist@Mesaviewhospital.com	YES	COMPLETE	AWAY rotation
MetroHealth Systems	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/3/2019	6/2/2024	5 yrs	Kimberly Hatch khatch@metrohealth.org Cleveland, OH	NO	COMPLETE	AWAY rotation
Mount Grant General Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/8/2016	8/7/2021	5 yrs	Sara Bisiaux sarab@mtgrantgenhospital.org (775)945-2461	YES	COMPLETE	
MountainView Hospital - Nevada	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/1/2020	6/30/2021	18 months	Megan Bynum 615-372-6794 Katherine.Bynum@hcahealthcare.com	NO	COMPLETE	
MountainView Hospital - Nevada	School Affiliation Agreement	UNR Med (OME)	10/1/2020	9/30/2022	2 yrs	Megan Bynum 615-372-6794 Katherine.Bynum@hcahealthcare.com	YES (PAstudents ONLY)	COMPLETE	AWAY rotation
Mountain View Hospital, Inc. (Payson, UT)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/1/2019	6/30/2021	2 yrs		NO	COMPLETE	03/05/21 per Kristen and Patrick no need to renew; AWAY rotation
Mountain West Der-Blackhart, PLLC (Skin Cancer & Dermatology Institute)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	2/7/2019	2/6/2024	5 yrs	Marsha Niedfeldt, MD mniedfeldt@skincancerderm.com (775) 336-3618	YES	COMPLETE	
NaphCare, Inc	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/6/2019	8/4/2024	5 yrs	Kristin Goidel kristin.goidel@naphcare.com (205) 536-8511 phone David Everett (NaphCare Washoe HSA)	YES	COMPLETE	NaphCare Inc., a health services provider providing services via contractual arrangement with

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						david.everett@naphcare.com			Washoe County Nevada at the Washoe County Detention Facility
Nevada Center for Reproductive Medicine	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/1/2019	6/30/2024	5 yrs	Anita Emmrich-Administrator Anita.Emmrich@integramed.com	YES	COMPLETE	AWAY rotation
Nevada Health Centers	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/14/2016	7/13/2021	5 yrs	Pat Schroeder pschroeder@nvhealthcenters.org (775) 888-6610	YES	COMPLETE	
Northeastern Nevada Regional Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/21/2016	6/20/2021	5 yrs	Yvonne Moore Yvonne.Moore@LPNT.net (775)748-2001	YES	COMPLETE	RURAL
Northeastern Rural Health Clinics	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/14/2018	9/13/2023	5 yrs	Cheryl Swetland cswetland@northeasternhealth.org	YES	COMPLETE	AWAY rotation
Northern Inyo Hospital, Bishop	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	3/22/2021	3/21/2026	5 yrs	Dianne Picken Medical Staff Support Manager Dianne.Picken@nih.org Office: (760) 873-2136	YES	COMPLETE	
Northern Nevada Adult Mental Health Services	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/31/2020	1/30/2025	5 yrs	Rick Morse, MA Rrmorse@health.nv.gov or DPBH Contract Unitcontractunit@health.nv.gov	yes	COMPLETE	
Northern Nevada Emergency Physicians	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/19/2016	10/18/2021	5 yrs	Karen Massey kmasssey@emergencyphys.com (775)324-4040 Ext. 2	YES	COMPLETE	05/23/2019 PA program asked for new agreement with Sound Physicians new group providing EM services, 07/19/2019 new contract with Sound Physicians not completed background emails attached to agreement

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Northern Nevada HOPES	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/19/2016	10/18/2021	5 yrs	Linda Barnes Lbarnes@nnhopes.org (775)997-7509	YES	COMPLETE	
Northern Nevada Medical Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	5/13/2016	5/12/2021	5 yrs	Janelle Galvan Janelle.Galvan@uhsinc.com (775)356-4008	YES	COMPLETE	03/23/21 renewal in progress
Northern Nevada Medical Group, LLC	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	3/16/2017	3/15/2022	5 yrs	Sheila Poco Sheila.Poco@uhsinc.com (775)351-8574	YES	COMPLETE	
North Vally Hospital, a Montana non-profit	Affiliation Agreement	UNR Med (OME)	12/18/2020	12/17/2025	5 yrs	Whitney A. Casey (406) 863-3669 office phone (267) 261-9051 cell phone			
North Vista Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	2/26/2019	2/25/2024	5 yrs	Cathy Mason 702.657.5761 CMason1@primehealthcare.com	YES	COMPLETE	AWAY rotation
Northwestern University Feinberg School of Medicine	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	11/19/2019	11/18/2024	5 yrs	Anna-Kate Trubilowicz, MS 312-503-1392 anna-kate@northwestern.edu	NO	COMPLETE	AWAY rotation
Northwestern University Feinberg School of Medicine	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/10/2020	1/9/2025	5 yrs	Anna-Kate Trubilowicz, MS 312-503-1392 anna-kate@northwestern.edu	NO	COMPLETE	UNR Med as Host
New York University Grossman School of Medicine (previously NYU Langone)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/20/2020	8/19/2025	5 yrs	Lori Andrade, Director Office of Registration/Student Records Lori.Andrade@nyulangone.org (212) 263-5291	NO	COMPLETE	AWAY rotation
OB GYN Associates Reno	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/16/2019	8/15/2024	5 yrs	Jeff Snyder W: 775-337-5302 jsnyder@obgynreno.com	YES	COMPLETE	

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Optum/Collaborative Care dba Southwest Medical Associates	AAMC Uniform Training Affiliation Agreement and Addendum (effective 091420)	UNR Med (OME)	8/1/2017	7/31/2022	5 yrs	Julie Luna Southwest Medical, Part of OptumCare Sr. Proj. Coordinator & Assistant Provider Clinical Education Julie.Luna@optum.com	YES	COMPLETE	
Oregon Health Science University (OHSU)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/6/2018	9/5/2023	5 yrs	TEXT MISSING Students)UME Curriculum and Student Affairs 503.494.8754 Angela La Marsh (Speech Path) Administrative Coordinator OHSU Rehabilitation Services lamarsha@ohsu.edu 503 346-0774 petesama@ohsu.edu	NO	COMPLETE	AWAY and INHOUSEfor Healthcare Student (OME and Speech Path students)
Partnership Health Center - Missoula County (Montana)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/11/2018	9/10/2022	4 yrs	Terry Delgadillo delgadillot@phc.missoula.mt.us (406) 258-4183	NO		AWAY rotation
PeaceHealth Ketchikan Medical Center	Medical Student Clinical Affiliation Agreement	UNR Med (OME)	3/13/2021	2/12/2024	3 yrs	Terry Erspamer Contract Coordinator Legal Dept Office 360-729-1079	NO	COMPLETE	AWAY rotation
Pershing General Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/19/2016	7/18/2021	5 yrs	Kirsten Hertz khertz@pershinghospital.org (775)273-2621 Ext. 245	YES	COMPLETE	RURAL
Phoenix Children's Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/25/2019	7/24/2024	5 yrs	O'Dallys Cruz Education Credentialing Coordinator Phone: 602.933.0740 ocruz@phoenixchildrens.com	NO	COMPLETE	Away rotation
Plumas District Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	11/6/2020	11/5/2025	5 yrs	Karen Story Medical Staff Coordinator (530) 283-7161 kstory@pdh.org	Yes	COMPLETE	

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Premise Health Employers Solutions	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/31/2019	7/1/2024	5 yrs	Erica Studdard Erica.Studdard@PremiseHealth.com Tennessee P. (615)-468-6276	NO	COMPLETE	Away rotation
Prime Healthcare dba Saint Mary's Medical Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/3/2017	1/2/2022	5 yrs	Cheryl Sutherland Csutherland@primehealthcare.com (775)770-3908	YES	COMPLETE	
Prime Healthcare dba Saint Mary's Medical Group	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	11/21/2016	11/20/2021	5 yrs	Cheryl Sutherland Csutherland@primehealthcare.com (775)770-3908	YES	COMPLETE	
Quail Surgical & Pain Management Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/1/2019	6/30/2024	5 yrs	Anita Willrich AWillrich@quailsurgery.com	YES	COMPLETE	
Reno Behavioral Healthcare Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/25/2018	7/24/2023	5 yrs	Steve Shell steve.shell@renobehavioral.com (775) 393-2220	YES	COMPLETE	
Reno Orthopaedic Clinic, Reno Orthopedic Surgery Center, and Musculoskeletal Organization for Research and Education(M.O.R.E.)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/13/2017	9/12/2022	5 yrs	Sara DePaoli sdepaoli@renoortho.com (775)785-3416 Ext. 1416	YES	COMPLETE	
Reno-Sparks Indian Colony	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	4/15/2020	4/14/2025	5 yrs	Elvin Willie, Grant Manager ewillie@rsiclinic.org Reno-Sparks Tribal Health Center (775) 329-5162, ext.1903	YES	COMPLETE	
Renown Health	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	11/28/2017	11/27/2022	5 yrs	Michele Henderson Mhenderson@renown.org OR Brandon Horvath Bhorvath@renown.org	YES	COMPLETE	re-signed to add BS-MD students' access to EPIC

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Ridge House	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	4/17/2018	4/16/2023	5 yrs	Denise Everett deverett@ridgehouse.org	YES	COMPLETE	
Riverside Community Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/1/2020	6/30/2021	1 yr	Janine LoCicero Janine.Locicero@hcahealthcare.com P 615.372.5860	NO	COMPLETE	
Rocky Vista University College of Osteopathic Medicine (Colorado)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/14/2017	7/13/2022	5 yrs		YES	COMPLETE	Host agreement
Round Mountain Gold Corporation	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/25/2019	6/24/2024	5 yrs	Yvonne Callison Yvonne.Callison@Kinross.com	PA only	COMPLETE	AWAY rotation
Rush Medical College	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/7/2020	9/6/2025	5 yrs	Tessa Banks Tessa_Banks@rush.edu	PA only	COMPLETE	AWAY rotation
Seven Hills Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/18/2019	1/17/2024	5 yrs	Christopher West, CEO 3021 W Horizon Ridge Pkwy Henderson, NV 89052 christopher.west@acadiahealthcare.com	YES (PAstudents ONLY)	COMPLETE	AWAY rotation
Sierra Women's Health	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/9/2020	1/8/2025	5 yrs	Danielle Bradley Practice Manager (P) 775-323-1300 sierrawomenshealth@yahoo.com	YES (PAstudents ONLY)	COMPLETE	AWAY rotation
Sisters of Charity of Leavenworth Health System, Inc. (SCL Health)	Educational Institution Affiliation Agreement	UNR Med (OME)	2/10/2021	2/9/2026	1 year (+ auto renew 1 yr,max 5 yrs)	Tracy Whitehead, BS Paralegal, MHI Regional Contracts Program Manager~ SCL Health d/b/a St. Vincent Healthcare Billings, MT 406-237-3067 - Office Tracy.Whitehead@sclhealth.org	YES	COMPLETE	AWAY rotation
South Lyon Medical Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/3/2020	8/2/2025	5 yrs	Toni Inserra toni@southlyonmedicalcen	YES	COMPLETE	RURAL

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						ter.org (775) 463-6404			
Space Exploration Technologies Inc	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/3/2020	8/2/2025	5 yrs	Julie A. Jiru Counsel Sr. Contracts Officer 310.363.6848 Julie.Jiru@spacex.com Hawthorne, CA	YES (PA students ONLY)	COMPLETE	AWAY rotation
Spectrum Health Systems	Affiliation Agreement	UNR Med (OME)	12/30/2020	12/29/2025	5 yrs	Liz Johnso Academic Scheduling Coordinator Office of Research & Education-MC 180 Grand Rapids, MI Elizabeth.Johnson@spectrumhealth.org	NO	COMPLETE	AWAY rotation
Stanford University (Leland Stanford Junior University SOM)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/1/2015	7/31/2020	5 yrs			COMPLETE	AWAY rotation 10/15/20 Kristen suggested to hold off until March 21 to follow up. 09/23 with Stanford legal, however visiting student program suspended this academic year.
St. Joseph Regional Medical Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	12/21/2017	12/20/2022	5 yrs	Terrie Forgetterrie.forge@sjrmc.org 208)799-5485		COMPLETE	AWAY rotation
St. Luke's Health System (Idaho)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/1/2020	9/30/2025	5 yrs	Michael Kreider, C-TAGME Student Services Coordinator 208-381-1503 kreiderm@slhs.org	YES	COMPLETE	AWAY rotation
St. Mary's Family Medicine (Grand Junction, CO) (SUPERSEDED BY AGREEMENT WITH SCL HEALTH ABOVE)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/13/2018	8/12/2023	5 yrs	Melissa Shipp Program Coordinator Grand Junction, CO Office: 970-298-2874 Melissa.Shipp@selhs.net	No	COMPLETE	AWAY rotation

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Stony Brook School of Medicine	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/25/2018	7/24/2023	5 yrs	Jeannie Fazzini Jeannie.Fazzini@stonybrookmedicine.edu (631) 444-9547		COMPLETE	Host agreement
Sunrise Hospital and Medical Center, LLC	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/1/2019	5/31/2022	3 yrs	Megan Bynum Katherine.Bynum@hcahealthcare.com 615-372-6794	YES	COMPLETE	AWAY rotation
Surgery Center of Reno	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/1/2019	6/30/2024	5 yrs	Nicolas M. Towle, RN Administrator ntowle@surgeryreno.com	YES	COMPLETE	AWAY rotation
Tahoe Forest Health	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/23/2017	1/22/2022	5 yrs	Tammi Allowitz tallowitz@TFHD.com (530)582-6384	YES	COMPLETE	
Tahoe Fracture and Orthopedic Clinic	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/28/2020	9/27/2025	5 yrs	Chris Greenman MBA/MHA CMPECEO 775-783-6130 cgreenman@tahoefracture.com	YES	COMPLETE	AWAY rotation
Timpanogos Regional Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/26/2016	10/25/2021	5 yrs	Melanie Donnelly Melanie.donnelly@mountainstarhealth.com (801)714-6023		COMPLETE	AWAY rotation
Toiyabe Indian Health Project	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	5/20/2020	5/19/2025	5 yrs	Ethan Dexter, MBA Chief Operating Officer 760-873-8464 ext. 237	YES	COMPLETE	
Uniformed Services University of the Health Sciences (Bethesda, MD)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	11/26/2018	11/25/2023	5 yrs			COMPLETE	AWAY rotation
University at Buffalo/SUNY	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	12/1/2020	11/30/2025	5 yrs	Kimberly Krzemien kkrzemie@buffalo.edu Office (716) 829-2896 Cell: (716) 913-1529	No	COMPLETE	AWAY rotation
University at Buffalo/SUNY	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	12/1/2020	11/30/2025	5 yrs	Kimberly Krzemien kkrzemie@buffalo.edu Office (716) 829-2896 Cell: (716) 913-1529	No	COMPLETE	Host agreement

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University of Arizona COM, Tucson & COM, Phoenix	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/22/2017	9/21/2022	5 yrs	Shannon Edwards sredwards@email.arizona.edu (520)626-1167		COMPLETE	AWAY rotation
University of California San Francisco SOM (UCSF) and (UCSF Fresno)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	5/1/2020	4/30/2025	5 yrs	Scott Mayhew, JD Contract Specialist, Government and Business Contracts 415.680.3249		COMPLETE	AWAY rotation
University of California San Francisco SOM (UCSF)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	5/1/2020	4/30/2025	5 yrs	Scott Mayhew, JD Contract Specialist, Government and Business Contracts 415.680.3249		COMPLETE	HOST rotation
University of Colorado, Denver SOM	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/24/2020	7/23/2025	5 yrs	Deborah Stevens Agreement Coordinator 303-420-0601 deborah.stevens@cuanschutz.edu		COMPLETE	AWAY rotation
University of Colorado, Denver SOM	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/13/2017	10/12/2022	5 yrs	Ingrid Summers Ingrid.summers@ucdenver.edu (303)724-6408		COMPLETE	Host agreement
University of Iowa Carver COM (Iowa City)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/31/2016	8/30/2021	5 yrs			COMPLETE	AWAY rotation
University of Pennsylvania (Perelman SOM)	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	2/1/2018	1/31/2023	5 yrs	Beth McNeely mcneelyb@pennmedicine.upenn.edu (215)898-1168		COMPLETE	AWAY rotation
University of Utah School of Medicine	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/30/2018	7/29/2023	5 yrs	Shauna Merrill shauna.merrill@hsc.utah.edu (801)581-6437		COMPLETE	Host agreement
University of Wisconsin SMPH	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/1/2020	7/31/2025	5 yrs	Ray Bailey Contracts Coordinator – Academic Affairs (608) 890-2607 rgbailey@wisc.edu		COMPLETE	Reciprocal HOST and AWAY rotation

Other Party/Business Partner	Type	Entity/ Dept.	Effective Date	Expiration Date	Term	Contact Information	INCLUDES PA LANGUAGE?	Status	Notes
						affiliationagreements@med.wisc.edu			
Urology Nevada, LTD	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	3/19/2019	3/18/2024	5 yrs	DIANE PETERS, MBA, SPHR, SCPdpeters@urologynevada.com Office: 775-284-1665	Yes	COMPLETE	AWAY rotation
Valley Health System, LLC	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/19/2017	7/18/2022	5 yrs	Leslie Forrest Leslie.Forrest@uhsinc.com (702)233-7028		COMPLETE	Speech Pathology Agreement dated 1/1/19 - 12/31/23 includes PA's
Valley Hospital Medical Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/31/2017	8/30/2022	5 yrs	Kelly O'Shaughnessy Kelly.Oshaughnessy@uhsinc.com (702)388-8432		COMPLETE	
Veteran's Affairs (VA) Las Vegas	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/3/2014	open ended	as stated			COMPLETE	
Veteran's Affairs (VA) Reno	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/7/2017	6/30/2027	10 yrs			COMPLETE	
Volunteers in Medicine of So Nevada	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/12/2019	7/11/2024	5 yrs	Tabitha Pederson TPederson@vmsn.org	PA only	COMPLETE	
Wake Forest University Health Sciences	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/15/2016	6/14/2021	5 yrs	Tammy Strickland tstrick@wakehealth.edu (336)716-4264	YES	COMPLETE	AWAY and Host agreements (2)
West Hills Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	10/13/2017	10/12/2022	5 yrs	Allison Zednicek Allison.zednicek@uhsinc.com (775)323-0478	YES	COMPLETE	
William Bee Ririe Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/21/2016	6/20/2021	5 yrs	Susan Martinsmartin@wbrhely.org (775)289-3001 Ext. 222	YES	COMPLETE	RURAL
Willow Springs Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	9/14/2018	9/13/2023	5 yrs	CEO/Managing Director ann.schaack@uhsinc.com Office (775) 858-4527	YES	COMPLETE	AWAY rotation

Other Party/Business Partner	Type	Entity/ Dept.	Effective Date	Expiration Date	Term	Contact Information	INCLUDES PA LANGUAGE?	Status	Notes
						Willow Springs Center/ UHS of Delaware, Inc.690 Edison Way, Reno, NV 89502 www.WillowSpringsCenter.com			

UNRMed Resident and Fellow Agreements 2021

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date							Comments	Active
UNR Med Contracts														
FMC	Program Letter of Agreement - Idaho State University	UNRMed - HOST	Sports Fellows	5 yrs	17-Oct-16	16-Oct-21							Program Letter of Agreement	yes
FMC	Program Letter of Agreement - Intermountain Healthcare Utah Valley	UNRMed - HOST	Sports Fellows	5 yrs	23-Oct-17	22-Oct-22							Program Letter of Agreement	yes
FMC	AAMC Program Letter of Agreement Cleveland Clinic NV	Telemed/ Morning Star - Elko NV	PGY II, III, IV	5 yrs	1-Jan-21	31-Dec-25							Program Letter of Agreement	Yes
FMC	Program Letter of Agreement - Tarrant Co Hospital District d/b/a JPS Health Network d/b/a John Peter Smith Hospital	Arlington, Tx	Sports Fellows	5 yrs	1-Oct-17	30-Sep-22							Program Letter of Agreement	Yes
FMC	Program Letter of Agreement- Barton Health	So Lake Tahoe	Sports Fellows	4 yrs	1-Jan-18	31-Dec-22							Program Letter of Agreement	Yes
FMC	Affiliation Agreement - Eye Care Professionals (Dr. Mills)	Eye Care Prof.	Sports Fellows	5 Years	1-Mar-16	28-Feb-21							Affiliation Agreement	Yes
FMC	Affiliation Agreement - Great Basin Orthopedics	Dr. Mullins & Dr. Kieckbusch	Sports Fellows	5 Years	1-Mar-21	28-Feb-26							Affiliation Agreement	Yes
FMC	Affiliation Agreement - C. Craig Karrasch, DPM	Dr. Karrasch	Sports Fellows	5 Years	1-Mar-21	28-Feb-26							Affiliation Agreement	Yes
FMC	Affiliation Agreement - Nevada Physical Therapy	Crista Jacobe-Mann, Jon Hodges, Amie Stoddard	Sports Fellows	5 Years	1-Mar-16	28-Feb-21							Affiliation Agreement	Yes
FMC	Affiliation Agreement - Silver Sage Sports	Silver Sage Sports	Sports Fellows	5 Years	1-Mar-16	28-Feb-21							Affiliation Agreement	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date						Comments	Active
	Performance (Dr. Pasternak)												
FMC	Affiliation Agreement - Sierra Regional Spine	Sierra Regional Spine	Sports Fellows	4 Years	1-Mar-16	28-Feb-21						Affiliation Agreement	Yes
FMC	AAMC Program Letter of Agreement - Tahoe Forest Hospital District	Tahoe Forest Hospital District	Sports Fellows	3 Years	1-Mar-20	28-Feb-23	6					AAMC Program Letter of Agreement	Yes
FMC	Affiliation Agreement - Nevada Orthopedics (Dr. Malcarney)	Nevada Orthopedics	Sports Fellows	5 Years	1-Mar-21	28-Feb-26						Affiliation Agreement	Yes
FMC	Affiliation Agreement - Tahoe Rim Trail Endurance Runs - George Ruiz	Tahoe Rim Endurance Runs	Sports Fellows	5 Years	1-Mar-21	28-Feb-26						Affiliation Agreement	Yes
FMC	AAMC Program Letter of Agreement - Great Basin National Park	Great Basin National Park	Wilderness Fellow	5 Years	1-Jul-19	30-Jun-24						AAMC Program Letter of Agreement	Yes
FMC	Affiliation Agreement with Washoe County Health Department	WCHD	PGY III	1 Yr + renews	1-Jul-20	30-Jun-21						Affiliation Agreement	Yes
FMC	Affiliation Agreement - Sam Nourani MD	Digestive Health Associates	PGY II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	AAMC Program Letter of Agreement - Tahoe Forest Hospital District	Tahoe Forest Hospital District	PGY II, III	3 Years	1-Mar-20	28-Feb-23						AAMC Program Letter of Agreement	Yes
FMC	Affiliation Agreement - Reno Orthopaedic Clinic	Reno Orthopaedic Clinic	PGY II, III	5 Years	1-Jul-16	30-Jun-21						Affiliation Agreement	Yes
FMC	Affiliation Agreement - Scott, Hall, MD	Specialty Health Clinic	PGY III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	Affiliation Agreement - David Hald, MD	Urology Nevada	PGY III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	Affiliation Agreement - Joseph Chambers, DPM	Joseph Chambers, DPM	PGYIII	5 Years	1-Apr-18	31-Mar-23						Affiliation Agreement	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date						Comments	Active
FMC	Affiliation Agreement - Randy Jacobe & Gene Cudworth	Nevada Physical Therapy	PGY III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	AAMC Program Letter of Agreement - CrowdRx (Burning Man)	Black Rock Desert	FM PGY II & III	5 Years	1-Aug-18	31-Jul-23						AAMC Program Letter of Agreement	Yes
FMC	AAMC Program Letter of Agreement - Maimonides Medical Center (Burning Man)	Spine Nevada	FM PGY II & III	5 Years	1-Aug-18	31-Jul-23						AAMC Program Letter of Agreement	Yes
FMC	AAMC Program Letter of Agreement - Spine Nevada	Black Rock Desert	FM PGY II & III	5 Years	19-Nov-18	18-Nov-23						AAMC Program Letter of Agreement	Yes
FMC	Affiliation Agreement - Gastroenterology Consultants	Gastroenterology Consultants - Dr.Sande	PGY II	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	Affiliation Agreement - Sierra Regional Spine (Dr. Phelps Kip)	Sierra Regional Spine	PGY III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	Affiliation Agreement - Skin Cancer & Dermatology (Dr. Franz Stadler)	Skin Cancer & Dermatology	PGYI, II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	Affiliation Agreement - OB GYN Associates	OB GYN Associates	PGY II, III, IV	5 Years	1-Sep-17	31-Aug-22						Affiliation Agreement	Yes
FMC	AAMC Program Letter of Agreement - Ear Nose & Throat Specialists	Dr. Garrett, Dr. Lough and Dr. Hauser	PGYII	5 Years	1-Mar-20	28-Feb-25						AAMC Program Letter of Agreement	Yes
FMC	Affiliation Agreement - Eye Care Professionals (Dr. Mills)	Eye Care Prof.	PGY III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	AAMC Program Letter of Agreement - Sierra Infectious Disease	Dr. Parker and Dr. Hovenic	PGYII	5 Years	1-Jul-18	30-Jun-23						Affiliation Agreement	Yes
FMC	AAMC Program Letter of Agreement - Artius Dermatology	Artius Derm.	PGYII, III or IV	8 Mos.	19-Oct-20	30-Jun-21						AAMC PLA paid by Renown per Renown	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date						Comments	Active
												Master Agreement	
FMC	AAMC Program Letter of Agreement - Nevada Center for Dermatology	NV Center for Derm	PGY II, III or IV	8 Mos.	19-Oct-20	30-Jun-21						AAMC PLA paid by Renown per Renown Master Agreement	Yes
FMC	Affiliation Agreement - Reno Emergency Physicians	Sullivan	PGY II	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	Affiliation Agreement - Northern Nevada Emergency Physicians	Baier	PGY II	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	AAMC Program Letter of Agreement - Reno Family Physicians	Dr. Verma	PGYIII	5 Years	1-Feb-19	31-Jan-24						AAMC Program Letter of Agreement	Yes
FMC	AAMC Program Letter of Agreement - Soar	Carolyn Dolan, PT	FM PGY II & III	5 Years	30-Jul-18	29-Jul-23						AAMC Program Letter of Agreement	Yes
FMC	Affiliation Agreement - Sierra Nevada Nephrology (Dawoud)	Sierra Nevada Nephrology	PGYII	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	Affiliation Agreement - Great Basin Orthopedics	Dr. Mullins & Dr. Kieckbusch	PGY II	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
FMC	Saint Mary's Master Affiliation Agreement	Saint Mary's	Residents	2 years	1-Jul-19	30-Jun-21						Affiliation Agreement	Yes
FMC	AAMC PLA - YubaDocs	Grass Valley	Residents	5 Years	1-Nov-20	31-Oct-25						AAMC Program Letter of Agreement	Yes
Peds	Program Letter of Agreement - UCSF - Benioff Children's Hospital	Pediatrics	Residents	5 yrs	1-May-17	30-Apr-22						Program Letter of Agreement	Yes
IM	Affiliation Agreement - Carson Tahoe Physicians Clinic	Infectious Disease	PGY I, II, III	5 Years	1-Apr-20	31-Mar-25						Affiliation Agreement for IM Resident	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date						Comments	Active
												Infectious Disease rotation	
IM	Affiliation Agreement - Carson Tahoe Physicians Clinic	Rheumatology	PGY I, II, III	5 Years	1-Oct-20	30-Sep-25						Affiliation Agreement for IM Resident Rheumatology rotation	Yes
IM	Affiliation Agreement - Gastroenterology Consultants	Gastroenterology Consultants - Dr.Sande	PGY I, II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
IM	Affiliation Agreement - Skin Cancer & Dermatology (Dr. Kevin Kiene)	Skin Cancer & Dermatology	PGY I, II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
IM	Affiliation Agreement - Sierra Nevada Nephrology (Dawoud)	Sierra Nevada Nephrology	PGY I, II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
IM	Affiliation Agreement - Northern Nevada Allergy Clinic	Dr. Jeffrey Nugent	PGY I, II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
IM	Affiliation Agreement - Northern Nevada Emergency Physicians	Renown	PGY I, II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
IM	Affiliation Agreement - David Hogle, MD	Elko	PGY I, II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
IM	Affiliation Agreement - Northeastern Nevada Regional Hospital	Elko	PGY II, III	1 Year	1-Jul-20	30-Jun-21						Master Affiliation Agreement and PLA @ \$501,766 per year (includes Family Medicine)	Yes
IM	Affiliation Agreement - Nevada Advanced Pain Specialists	Dr. Denis Patterson	PGY I, II, III	5 Years	10-Apr-18	9-Apr-23						Affiliation Agreement	Yes
IM	Affiliation Agreement - Digestive Health Associates	Dr. Sam Nourani	PGY I, II, III	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date							Comments	Active
IM	Affiliation Agreement - Cancer Care Specialists	Dr. Reganti	PGY I, II, III	5 Years	1-Jan-17	31-Dec-21							Affiliation Agreement	Yes
IM-Geri	Affiliation Agreement - Infinity Hospice Care	Dr. Miller	Hospice & Palliative Fellow	5 Years	1-Jan-18	31-Dec-22							Affiliation Agreement	Yes
Psych Reno	Affiliation Agreement - Willow Springs	Psych	Child Fellowship	1 Year	1-Jul-20	30-Jun-21							Affiliation Agreement @ \$33,263	Yes
Psych Reno	Affiliation Agreement - Washoe County School District	Psych	Child Fellowship	1 Year	1-Jul-20	30-Jun-21							Affiliation Agreement @ \$9086	Yes
Psych Reno	Affiliation Agreement - Philip Malinas, MD	Psych	PGYIII	1 Year	1-Jul-20	30-Jun-21							Affiliation Agreement @ \$21,063.00 (6mos only Jan-June)	Yes
Psych Reno	Affiliation Agreement - Child Behavioral Services	Psych	Child Fellowship	2 years	1-Jul-20	30-Jun-22							Affiliation Agreement \$78192; FY21 40128, FY22 38064	Yes
Psych Reno	Inter local Agreement - Dept of Public and Behavioral Health - Rural Clinics Telemedicine	Psych	Psych Residents and Child Fellows	1 Year	1-Jul-20	30-Jun-21							PGYIV 41,031; PGYV \$18684; Faculty \$39,520	Yes
Psych Reno	Affiliation Agreement - Department of Juvenile Services	Psych	Child Fellowship	1 Year	1-Jul-20	30-Jun-21							Intrastate Inter local Affiliation Agreement @ \$18632	Yes
Psych Reno	Affiliation Agreement - NN Adult Mental Health Services (Nevada Clinical Services)	NN Adult Mental Health Services	PGY I, II, III, IV	1 Year	1-Jul-20	30-Jun-22							Agreement includes Resident rotations and moonlighting (contract not to exceed \$600,000)	Yes
FM, IM, Psych, Geriatrics	Affiliation Agreement - Renown	FM, IM, Psych, Geriatrics	Family Medicine, Internal	1 Year	1-Jul-20	30-Jun-21							Master Agreement	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date						Comments	Active
			Medicine, Psychiatry & Geriatrics										
FM, IM, Psych, Geriatrics	Affiliation Agreement - VA	FM, IM, Psych, Geriatrics	Family Medicine, Internal Medicine, Psychiatry & Geriatrics	5 Years	1-Jul-18	30-Jun-23						Per Disbursement Agreement	Yes
Rural	Affiliation Agreement - Northeastern Nevada Regional Hospital	Elko	PGY II, III	1 Year	1-Jul-20	30-Jun-21						Master Affiliation Agreement and PLA @ \$501,766 per year (includes Internal Medicine)	Yes
Rural	Intrastate Inter local Agreement - Nevada Early Intervention (Dept of Health & Human Services)	Elko	PGY II, III	5 Years	15-Jun-18	30-Apr-23						Intrastate Inter local and Affiliation Agreement	Yes
Rural	Affiliation Agreement - Boulder City Hospital	Boulder City, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
Rural	Affiliation Agreement - Plumas District Hospital	Quincy, California	FM PGY II & III	4 Years	1-Jul-18	30-Jun-22						Affiliation Agreement	Yes
Rural	Affiliation Agreement - Bradford Granath, MD	Winnemucca, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
Rural	Affiliation Agreement - B. Leonard Perkinson, MD	Winnemucca, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
Rural	Affiliation Agreement - Alpine Medical Associates-Steven Brown, MD	Minden, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes
Rural	AAMC Program Letter of Agreement - Cleveland Clinic NV	Morning Star Integrated Health Ctr, Elko	PGY II, III or IV	4 Years	1-Jan-21	31-Dec-25						AAMC Program Letter of Agreement	Yes
Rural	Affiliation Agreement - Modoc Medical Center	Modoc Medical Center	PGY II & III	5 Years	1-Jul-16	30-Jun-21						Master Affiliation	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date							Comments	Active
													Agreement & PLA	
Rural	Affiliation Agreement - Carson Tahoe Physicians Clinic - John R. Holman, MD	Minden, Nevada	FM PGYIII Residents	5 Years	1-Apr-20	31-Mar-25							Affiliation Agreement	Yes
Rural	Affiliation Agreement - Carson Valley Medical Center - Colleen Kriss, DO	Gardnerville, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22							Affiliation Agreement	Yes
Rural	Affiliation Agreement - Carson Medical Group - Dr. Elliott	Carson City, Nevada	FM PGYIII Residents	5 Years	1-Jul-17	30-Jun-22							Affiliation Agreement	Yes
Rural	AAMC Program Letter of Agreement - Elko Cardiology Associates	Elko, Nevada	FM PGY II & III	5 Years	1-Jul-18	30-Jun-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - A+ Total Care	Elko, Nevada	FM PGY II & III	5 Years	1-Mar-20	28-Feb-25							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Elko Spine and Rehabilitation	Elko, Nevada	FM PGY II & III	5 Years	1-Jan-20	31-Dec-24							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Slothower Pediatrics	Elko, Nevada	FM PGY II & III	5 Years	1-Apr-18	31-Mar-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Ruby Valley Ear, Nose, Throat and Allergy	Elko, Nevada	FM PGY II & III	5 Years	1-Nov-18	31-Oct-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Vitality Integrated Programs	Elko, Nevada	FM PGY II & III	5 Years	9-Apr-18	8-Apr-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Nevada Gastroenterology	Elko, Nevada	FM PGY II & III	5 Years	9-Apr-18	8-Apr-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Golden Health Medical Clinic	Elko, Nevada	FM PGYII & III	5 Years	1-Jul-18	30-Jun-23							AAMC Program Letter of Agreement	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date							Comments	Active
Rural	AAMC Program Letter of Agreement - Northeastern Nevada Pediatrics	Elko, Nevada	FM PGY II & III	5 Years	9-Apr-18	8-Apr-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Crum, Stefano and Jones LTD	Elko, Nevada	FM PGY II & III	5 Years	9-Apr-18	8-Apr-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Hospitalist Services of Nevada-Mandavia, PC	Elko, Nevada	FM PGY II & III	5 Years	9-Apr-18	8-Apr-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Northeastern Nevada Womens Health	Elko, Nevada	FM PGY II & III	5 Years	1-Jul-18	30-Jun-23							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Northeastern Nevada Urology	Elko, Nevada	FM PGY II & III	5 Years	3-Jun-19	2-Jun-24							AAMC Program Letter of Agreement	Yes
Rural	AAMC Program Letter of Agreement - Pinion Orthopedics	Elko, Nevada	FM PGY II & III	5 Years	1-Jul-18	30-Jun-23							AAMC Program Letter of Agreement	Yes
Rural	Affiliation Agreement - South Lyon Medical Center	Yerington, Nevada	FM PGY II, III, IV	5 Years	1-Mar-18	28-Feb-23							Affiliation Agreement	Yes
Rural	Affiliation Agreement - Humboldt Hospital	Winnemucca, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22							Affiliation Agreement	Yes
Rural	Affiliation Agreement - Warren Smith, MD	Boulder City, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22							Affiliation Agreement	Yes
Rural	Affiliation Agreement - R. William Katschke, MD	Caliente, Nevada	FM PGY II Residents	5 Years	1-Jul-17	30-Jun-22							Affiliation Agreement	Yes
Rural	Affiliation Agreement - William Bee Ririe Hospital	Ely, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22							Affiliation Agreement	Yes
Rural	Collaborative Agreement - Phoenix Area Indian Health Service	Elko, Nevada	FM PGY II Residents	5 Years	5-Apr-19	4-Apr-24							Collaborative Agreement	Yes
Rural	Affiliation Agreement - Pershing Physicians Center (Van Guilder)	Lovelock, Nevada	FM PGYII Residents	5 Years	1-Aug-16	31-Jul-21							Affiliation Agreement	Yes

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date						Comments	Active
Rural	Affiliation Agreement - Nancy Baker, DO	Ely, Nevada	FM PGYII Residents	5 Years	1-Jul-17	30-Jun-22						Affiliation Agreement	Yes

Schedule 7.3
Existing Renown Academic Affiliations

1. Abilene Christian University
2. Air Force - National Guard
3. Albany College of Pharmacy and Health Sciences
4. Amarillo College
5. Arizona College
6. Arizona School of Health Sciences
7. Associated Anesthesiologists of Reno
8. Barton Lake Tahoe Sports Medicine
9. Bellarmine University
10. Belmont University
11. Bradley University
12. Brigham Young University Idaho
13. Brigham Young University Utah
14. Butte College
15. California State University, Sacramento
16. Capella University
17. Carrington College
18. Carroll University, Inc
19. Chamberlain College of Nursing
20. College of Southern Nevada
21. College of St. Scholastica
22. Creighton University
23. Donor Network West
24. Eastern New Mexico University
25. Frontier Nursing University
26. George Washington University
27. Gonzaga University

28. Grand Canyon University
29. Great Basin College
30. Harding University
31. Herzing University, LTD
32. JOHNS HOPKINS UNIVERSITY
33. Lactation Educational Resources
34. Maryville University
35. Mason Valley Fire Protection District
36. McCook Community College
37. Milan Institute
38. National Institute of First Assisting
39. National Medical and Education Training Center
40. Nova Southeastern University, Inc
41. Old Dominion University
42. Oregon Institute of Technology
43. Pacific University
44. Pima Medical Institute
45. Pulse Radiology
46. Pyramid Lake Fire Rescue/EMS Department
47. REMSA
48. ROCKY VISTA UNIVERSITY
49. Roseman University of Health Sciences - College of Pharmacy
50. Royal Academy of Surgical Assisting
51. Rush University Medical Center
52. Sacred Heart University
53. Saint George's University, Limited
54. Samuel Merritt University
55. San Joaquin Valley College
56. San Jose State University
57. Santa Barbara City College

58. Sierra Nevada Job Corps Center
59. South East Community College
60. St Ambrose University
61. St Catherine University
62. Stanford Health Care
63. Texas Women's University
64. Touro University Nevada
65. Truckee Meadows Community College - TMCC
66. Truckee Meadows Community College - TMCC
67. UC San Diego Extension
68. United States University
69. UNITEK COLLEGE
70. University of Alabama for thr University of Alabama at Birmingham
71. University of Cincinnati
72. University of Montana
73. University of Nevada - Reno UNR
74. University of Nevada School of Medicine - UNSOM
75. University of Nevada School of Medicine - UNSOM
76. University of Nevada School of Medicine - UNSOM
77. University of Nevada School of Medicine - UNSOM
78. University of Nevada, Las Vegas
79. University of North Dakota
80. University of Phoenix
81. University of Portland School of Nursing
82. University of Puget Sound
83. University of South Alabama
84. University of St Augustine for Health Sciences
85. University of St. Francis
86. University of the Pacific
87. University of Wisconsin-La Crosse

88. Vanderbilt University
89. Washington University
90. Weber State University
91. Western Governor's University
92. Western University of Health Sciences
93. Whatcom Community College
94. Widener University
95. Yale University

Schedule 7.4
Existing Non-Clinical UNR Affiliations

Schedule 7.2(a) is hereby incorporated by reference.

Schedule 7.8(c)
Existing UNR Med Agreements in place as of Affiliation Effective Date

AAMC Uniform Clinical Training Affiliation Agreement between UNR Med and Dignity Health
102120-102025

AAMC Uniform Clinical Training Affiliation Agreement between UNR Med and MountainView
Hospital for Medical Students 010120-063021

School Affiliation Agreement between UNR Med and MountainView Hospital for PA Students
100120-093022

Desert Orthopedic Center AAMC Uniform Clinical Training Agreement 060418-060323

Desert Willow Treatment Center AAMC Uniform Clinical Training Agreement 0619-17-061822

Healthcare Partners AAMC Uniform Clinical Training Agreement 080619-080524

Healthy Minds AAMC Uniform Clinical Training Agreement 020516-020421

Huntridge Family Clinic AAMC Uniform Clinical Training Agreement 081419-081324

North Vista Hospital AAMC Uniform Clinical Training Agreement 022619-022524

Optum/Collaborative Care AAMC Uniform Clinical Training Agreement and Addendum 08117-
073122

Seven Hills Hospital AAMC Uniform Clinical Training Agreement 011819-011724

Sunrise Hospital and Medical Center AAMC Uniform Clinical Training Agreement 060119-
053122

Valley Health System, LLC AAMC Uniform Clinical Training Agreement 071917 -071822

Valley Hospital Medical Center AAMC Uniform Clinical Training Agreement 083117-083022

Volunteers in Medicine of Southern Nevada AAMC Uniform Clinical Training Agreement
071219-071124

UNR Med Speech Pathology Audiology
2020

Dept	Entity	Contract Name	Service Location	Provider(s) Performing Service	Contract Term	Start Date	Expiration Date	Hourly Rate	Comments	Active
UNR Med Contracts										
SPA	CareMeridian 4 Kids	Education Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	1-Jul-18	30-Jun-23	None	away rotation	Yes
SPA	Speech Therapy Center of Excellence	Education Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	2-May-18	1-May-23	None	local rotation (Las Vegas)	Yes
SPA	The AAC Speech Clinic	Education Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	30-Nov-20	29-Nov-25	None	away rotation	Yes
SPA	Therapy Management Group	Education Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	1-Nov-16	31-Oct-21	None	away rotation	Yes
SPA	Valley Health System / Summerlin Hosp Med Ctr	School Affiliation Agreement	Las Vegas, NV	Student Externs	5 Years	1-Jan-19	31-Dec-23	None	away rotation (includes PA students)	Yes
SPA	Veterans Affairs (VA) Southern NV Health Care System	Affiliation Agreement	Las Vegas, NV	Student Externs	as stated	1-Feb-15	open-ended	None	local rotation (Las Vegas) PLA has ending date of 1/31/2020	Yes
SPA	Veteran Affairs (VA) Southern NV Health Care System	Master Affiliation Agreement	Las Vegas, NV	Student Externs	5 years	1-Jul-20	30-Jun-25	None	See PLA for Grad Student Extern	Yes
SPA	Veteran Affairs (VA) Southern NV Health Care System	Program Letter of Agreement	Las Vegas, NV	Grad Student	as stated	17-Aug-20	30-Jun-25	None		yes

Clark County UNRMed Resident and Fellow Agreements

Rural Affiliation Agreement – Boulder City Hospital, Boulder City, Clark Co., NV
 FM PGYII Residents July 1, 2017 – June 30, 2022 (5 Yrs) , Active

MOA / MOU/Collaborations

Other Party/Business Partner	Type	Entity/Dept.	Effective Date	Expiration Date	Term	C
AHEC IPE Collaboration Program College of Southern Nevada	MOU	UNRMED	6/1/2018	6/1/2023	5 yrs	
AHEC IPE Collaboration Program Nevada State College	MOU	UNRMED	9/11/2018	9/11/2023	5 yrs	
AHEC IPE Collaboration Program Touro University	MOU	UNRMED	5/9/2018	5/9/2023	5 yrs	
AHEC IPE Collaboration Program UNLV	MOU	UNRMED	7/11/2018	7/11/2023	5 yrs	
Cornagine Health Desert Meadows AHEC	MOU	UNRMED	9/1/2020	8/31/2021	1 yr	
Desert Meadows AHEC #1	MOU	UNRMED	9/1/2020	8/31/2021	1 yr.	
Desert Meadows AHEC #2	MOU	UNRMED	7/1/2020	6/30/2021	1 yr.	
VA - Southern Nevada Healthcare	Master Affiliation Agreement	UNRMED	7/1/2020	6/30/2025	5 yrs	
Nevada Clinical Services, Inc.	Affiliation Agreement	UNRMED	7/1/2020	6/30/2022	2 yrs.	
99th Medical Group - Nellis AFB, UMC	Training Affiliation Agreement for Smart Faculty	UNRMED	1/21/2015	until termed	open	
Collaborative Care Services, Inc. (Optum)	Affiliation Agreement	UNRMED	11/3/2016	11/2/2021	5 yrs.	
UNLV SOM	Inter-institutional Agreement re med electives	UNRMED	7/1/2017	6/30/2022	5 yrs	
UNLV SOM	MOU - Transition Agreement	UNRMED	8/26/2018	6/30/2021	3 yrs	

OME/Medical and PA Student Agreements

3/12/2021

Other Party/Business Partner	Type	Entity/Dept.	Effective Date	Expiration Date	Term
Boulder City Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/8/2016	7/7/2021	5 yrs
Children's Bone & Spine Surgery, LLP	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/4/2018	6/3/2023	5 yrs
Desert Orthopedic Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/4/2018	6/3/2023	5 yrs
Desert Radiology	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	4/26/2018	4/25/2023	5 yrs
Desert Willow Treatment Center	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/19/2017	6/18/2022	5yrs
Healthcare Partners, NV, an Intermountain Healthcare Company	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/6/2019	8/5/2024	5 yrs
Healthy Minds	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	2/5/2016	2/4/2021	5 yrs
Huntridge Family Clinic (John Phoenix, APRN, PLLC dba Huntridge Family Clinic	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	8/14/2019	8/13/2024	5 yrs
Mesa View Medical Group	Non Exclusive Student Affiliation Agreement	UNR Med (OME)	8/10/2020	8/9/2023	3 yrs
Mesa View Regional Hospital	Non Exclusive Student Affiliation Agreement	UNR Med (OME)	4/19/2019	4/18/2022	3 yrs
MountainView Hospital - Nevada	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/1/2020	6/30/2021	18 months
MountainView Hospital - Nevada	School Affiliation Agreement	UNR Med (OME)	10/1/2020	9/30/2022	2 yrs
Nevada Health Centers	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/14/2016	7/13/2021	5 yrs
North Vista Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	2/26/2019	2/25/2024	5 yrs
Optum/Collaborative Care dba Southwest Medical Associates	AAMC Uniform Training Affiliation Agreement and Addendum (effective 09/14/20)	UNR Med (OME)	8/1/2017	7/31/2022	5 yrs
Seven Hills Hospital	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	1/18/2019	1/17/2024	5 yrs
Sunrise Hospital and Medical Center, LLC	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	6/1/2019	5/31/2022	3 yrs
Valley Health System, LLC	AAMC Uniform Training Affiliation Agreement	UNR Med (OME)	7/19/2017	7/18/2022	5 yrs

Schedule 8.2
Affiliation Funds Flows

The following sets forth the Affiliation Funds Flows for an initial period of one (1) year after the Affiliation Effective Date. The Affiliation Funds Flows shall be evaluated by the Parties on an annual basis to ensure that the amounts and uses of such funds continue to support the Guiding Principles of the Affiliation as set forth in Article II of the Agreement. The amounts and uses of such funds are subject to amendment upon mutual agreement of the Parties as described in the Affiliation Agreement to reflect changes in the scope of the Affiliation during the Term of the Agreement.

<p>Obligations In Existence Prior to Affiliation Effective Date</p>	<ul style="list-style-type: none"> • Funding for mutually agreed academic support of UNR shall be the responsibility of Renown pursuant to the Academic Support Agreement in amounts and according to the terms set forth therein. • Funding for GME shall be the responsibility of Renown to the extent set forth in in the Master Affiliation Agreement between the Institutions, and may also include funding provided by other sources or facilities (e.g. Sierra Nevada VA), in amounts and according to the terms set forth therein. • Funding for current arrangements covered by pre-existing affiliations of the Parties as described in <u>Schedule 2.3</u> (Existing Arrangements), in amounts and according to the terms set forth therein.
<p>Obligations After the Affiliation Effective Date</p>	<ul style="list-style-type: none"> • At a date to be mutually determined by the Parties as soon as practicable after the Affiliation Effective Date, funding for the Senior Associate Dean for Clinical Affairs/Renown Chief Medical Officer will be paid by UNR Med to Renown and updated each fiscal year upon the mutually agreement of the Parties. • At a date to be mutually determined by the Parties as soon as practicable after the Affiliation Effective Date, funding related to Administrative Support Agreement will be paid by Renown to UNR Med and updated each fiscal year upon the mutually agreement of the Parties. This will be for 50% of the salary and benefits of the Dean/CAO, Senior Associate Dean for Admin Finance, and the Dean/CAO’s Chief of Staff. • At a date prior to the start of each academic year as mutually determined by the Parties, Renown will provide payment and support for ten (10) undergraduate medical education students in accordance with <u>Section 8.5</u> of the Agreement.

	<ul style="list-style-type: none"> • Upon appointment of certain academic leadership positions, UNR Med will provide fair market value stipends or partial paid appointments as determined by the Parties. • Prior to the Member Substitution Closing Date, ICS and MSAN shall satisfy, defease or otherwise discharge all Existing Debt and other outstanding obligations as described in <u>Section 3.4(g), (h) and (i)</u> of the Agreement. • ICS’s Net Working Capital shall be managed and distributed as of the Member Substitution Closing Date in accordance with <u>Section 3.7</u> of the Agreement. • Renown shall be entitled to receive all direct medical education payments, all indirect medical education adjustments to payments, and all applicable training grants from the Health Resources and Services Administration in accordance with <u>Section 4.1(j)</u> of the Agreement. • Payments under any necessary administrative, support or other service agreements related to the Affiliation will be mutually agreed upon by the Parties prior to the effective date of any such agreements. • As of the Affiliation Effective Date, funding for clinical research and educational activities of the Affiliation at Renown will be paid from or supported by revenues of the Affiliation’s clinical and research operations. • As of the Affiliation Effective Date, funding for Basic Science activities of the Affiliation will be drawn from the State of Nevada and/or UNR sources. • The cost of any search for a new Dean/CAO will be paid by UNR Med, unless otherwise agreed to by the Parties at the time of the search. Any “start-up” benefits for a newly hired Dean/CAO shall be determined and funded upon mutual agreement of the Parties.
<p>Obligations After the ICS/MSAN Member Substitution Effective Date</p>	<ul style="list-style-type: none"> • After the Member Substitution Effective Date, funding for the clinical portion of Clinician Faculty salaries, benefits and malpractice shall be the responsibility of Renown. • After the Member Substitution Effective Date, all revenues of ICS and MSAN belong to Renown. • After the Member Substitution Effective Date, space lease payments pursuant to real estate leases entered into by the Parties as of such date shall be paid by Renown to UNR, in amounts and according to the terms set forth therein. • At a date to be mutually determined by the Parties as soon as practicable after the Member Substitution Effect Date, Renown shall fund in an amount

	it determines in its sole discretion the capital costs for IT infrastructure for ICS and MSAN.
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Schedule 9.1(b)
UNR Governance Areas

In addition to its administrative offices and functions, which shall remain under the governance of UNR Med except as expressly set forth in the Affiliation Agreement, UNR Med will have oversight and responsibility over academic activities associated with the Affiliation:

Academic Affairs, including, but not limited to:

- Academic Affiliations (out of Designated Area)
- Admissions and Student Affairs
- Continuing Medical Education
- Curriculum Development and Assessment
- Educational Excellence and Learning
- Financial Aid
- Medical Humanities and Ethics
- Office of Graduate Medical Education
- Office of Medical Education
- Physician Assistant Program
- Pipeline Programs (including BS-MD and similar programs)
- Post-Baccalaureate Program
- Simulation Laboratory
- Simulated Patient Program
- Standardized Patient Program
- Student Evaluation
- Student Records
- Student Recruitment
- Visiting Student Placements and Exchanges
- Trio

Advanced Surgical Training Laboratory

Anatomical Donation Program

Associate Dean of Clinical Research

Biomedical Research, including, but not limited to:

- Associate Dean of Biomedical Research
- Center for Biomedical Research Excellence
- Department of Microbiology & Immunology
- Department of Pathology & Laboratory Medicine (Basic Science Functions)
- Department of Pharmacology, Pharmacy and Biochemistry
- Department Physiology & Cell Biology
- IDeA Research Administration
- Mountain West Clinical Translational Research Infrastructure Network
- Nevada INBRE

Clinical Research Center

Clinical Simulation Center

Continuous Institutional Assessment (including Accreditation)

Department Chairs and Directors

Department of Speech Pathology: Academic Programs/ non-clinical (undergraduate and graduate degree programs)

Gross Anatomy Laboratory

Nevada State Public Health Laboratory

Office of the Dean, including, but not limited to:

Administration & Finance

Advancement & Engagement

Chief of Staff

Compliance (UNR Med)

Dean's Cabinet

Development & Alumni Relations

Executive Associate Dean

Executive Committee

Human Resources (UNR Med)

Legal

Organizational Development & Strategic Planning

Office for Faculty, including, but not limited to:

Diversity and Inclusion

Office for Community Faculty

Faculty and Professional Recruitment

Faculty Council

Faculty Development

Faculty Evaluations

Faculty Recruitment

Promotion and Tenure

Office of Statewide Initiatives, including, but not limited to:

Project ECHO Nevada

Nevada State Office of Rural Health

Nevada Area Health Education Centers

Nevada Health Workforce Research Center

Pacific AIDS Education and Training Center –NV

Sanford Center for Aging (non-clinical programs), including, but not limited to:

Community Outreach Programs

Senior Outreach Services Program

Medication Management Program

Retired & Senior Volunteer Program

Community Wellness Programs

Nevada Geriatric Education Center

Nevada Geriatrics Telehealth Collaborative

Translational Research Programs

Savitt Medical Library

Space Use & Planning

Student Health Center

Student Outreach Clinic

UNR Areas that directly support UNR Med Activities, over which UNR will maintain oversight and responsibility:

Business Center North (<https://www.unr.edu/bcn-nshe>) and all related offices and functions, including, but not limited to:

- Benefits & Wellness
- BCN Human Resources
- Risk Management & Insurance
- Workers' Compensation

Disability Resource Center

Office of Equal Opportunity & Title IX

Office of Information Technology

Office of Real Estate

Office of the General Counsel

Office of the Vice President of Administration & Finance

Office of the Vice President of Human Resources

Office of the Vice President of Research & Innovation, including but not limited to:

- Animal Resources
- Faculty Research Hub
- Innovation Center
- Innovation Hub
- Institute for Neuroscience
- Office of Sponsored Projects
- University Libraries

University Police Services

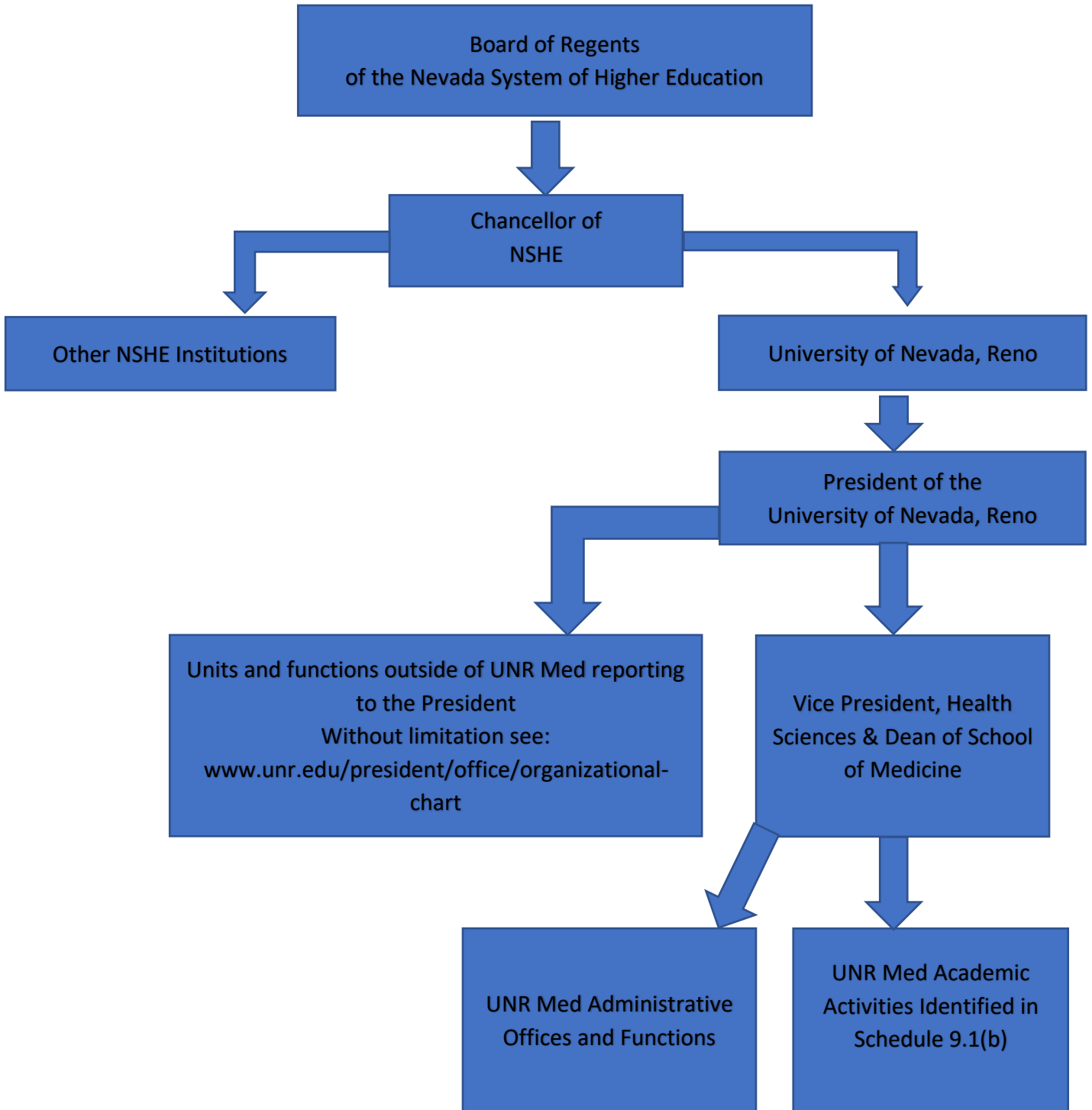
UNR Athletics Team Physician

It is understood and agreed that the following areas are outside the scope of the Affiliation Agreement and Renown shall have no claim of management or responsibility over them under Section 9.1 of the Affiliation Agreement:

- All colleges, universities and schools within the Nevada System of Higher Education outside of UNR.
- All offices, units and functions reporting to the President of UNR, other than UNR Med (without limitation: <https://www.unr.edu/president/office/organizational-chart>)
- All offices units and functions reporting to the Chancellor of the Nevada System of Higher Education, other than UNR Med
- Any and all functions of the Board of Regents of the Nevada System of Higher Education as described by the Nevada Constitution, the Nevada Revised Statutes, the Nevada Administrative Code and/or in the NSHE Handbook, as amended from time to time: <https://nshe.nevada.edu/wp-content/uploads/file/BoardOfRegents/Handbook/COMPLETEHANDBOOKREV293.pdf>

UNR Governance Areas

**Schedule 9.1(b)
Organizational Chart**



Schedule 10.1(a)
Initial Board of the AOC

1. Dean Tom Schwenk (Chairperson)
2. Melissa Piasecki
3. Jacquie Bernard
4. Paul Sierzenski
5. Sy Johnson
6. Ann Beck

Schedule 11.1(a)
Job Description of the Dean/CAO

Chief Administrative Officer, Renown Health

Position Purpose:

As the University of Nevada, Reno School of Medicine (“UNR”) and Renown Health (“Renown”) seek further integration and alignment (the “Affiliation”), the position of the Chief Academic Officer (CAO) has been jointly created to ensure the success of the integration. The Affiliation will create an integrated enterprise with a shared vision and mission. The Dean of UNR Med will be appointed as the CAO of Renown and will have primary responsibility for overseeing the shared academic mission and vision of the Affiliation.

- The CAO will attend Renown Board Meetings as a member of the Senior Executive Team of Renown, and in his/her role as CAO will report directly to the CEO of Renown Health.
- The CAO will serve in a high-level administrative leadership position blending academic functions and academic clinical practice oversight.
- The role of the CAO will be a recognized champion for academics, education and research. This will be the principal leader with oversight for the infrastructure and systems that support the academic mission.
- The CAO position will provide critical input into future strategic development and plans that will enhance an existing strong academic foundation in the UNR/Renown partnership and will be responsible for high-quality program outcomes and a highly committed academic and clinical faculty.
- He/She will be the principal liaison and point person for strategic academic relationships and strategic academic development.
- Hiring or termination of the Dean/CAO requires joint approval of the UNR President and the CEO of Renown Health.

Nature and Scope of the Position:

The CAO will have oversight over all academic affiliations, which will include (but is not limited to) the following:

Management

- Chair the Affiliation Oversight Committee.

Research

- Oversee all research activities within the Affiliation, to ensure the scientific integrity of the research within the organization.
- Expand the research program at Renown, including the IHI and DRI relationships, as well as and collaboration for research in northern Nevada, including the VA and other community partners, will be under the supervision of an appointed research leader reporting to the CAO.

- Maintain a material transfer agreement between UNR and Renown in support of basic science research. Serve as the affiliation liaison to ensure Renown's status as the preferred partner for investigator-initiated studies resulting from basic science research at UNR Med.

Education

- Oversee the health professional educational activities within the organization, which will include (but is not limited to): undergraduate medical education, graduate medical education, the Physician Assistant training program, Speech/Audiology, nursing, social work, and continuing medical education.
- Oversee development and implementation of the strategic plan for education, including the selection and addition of new training and educational programs.
- Lead the GME consortium (or other similar structure).
- Work with the leaders of educational programs within UNR, appropriate Deans of other UNR Schools and appropriate service executives at Renown Health including the Chief Nurse Executive of Acute Care Division, Social work directors, etc. to ensure Renown's status as the preferred partner is upheld as it relates to curriculum programming.

Clinical

- UNR and Renown's long-term intention is to implement a single leadership model for combined clinical program entities. The CAO will work with Renown leadership to recruit clinical department chairs who would also be appointed as Renown service chiefs.
- Assist the clinical leadership at Renown in implementing unified clinical delivery models, which demonstrate superior value, efficiency, patient outcomes and experience, quality and education.
- Serve as a key stakeholder in the development of new clinical programs, which enable Northern Nevada patients to receive all or most of their care locally and are nationally recognized for innovation.

Schedule 13.3
Renown Consents

None.

Schedule 14.3
UNR Consents

None.

Schedule D-3
Exceptions to Execution and Delivery of Affiliation Agreement by ICS

None.

Schedule D-8
ICS Litigation

- Leticia Franco v. ICS – Before the Nevada Equal Rights Commission, litigation not yet filed
- IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION
MDL NO. 2724 16-MD-2724 – Case relates to University of Nevada School of Medicine Pharmacy, Inc. and will remain with that entity following the Member Substitution Closing Date.

Schedule D-10.1.3

Exceptions to Compliance with Law of ICS related to Employment

There is a claim for employment discrimination filed with the Nevada Equal Rights Commission which has been tentatively settled.

Schedule D-11
Contracts Over \$10,000

Schedule 1.1(e) is incorporated by reference.

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date	Comments
FMC	Athletic Department - X-Ray Services	Family Medicine Center	Family Medicine	5 Years	1-Dec-16	30-Nov-21	Auto renews 1 yr each, up to 5 years total; 30 days notice to term w/o cause
Path	Barton Healthcare System – Lab Director	South Lake Tahoe	Pathology	2 Years	1-Jul-20	30-Jun-22	60 days notice to term w/o cause
Path	Battle Mountain General Hospital - Lab Director	Battle Mountain	Pathology	1 Year	1-Aug-20	31-Jul-21	30 day notice to term w/o cause
FMC	Certedrive Corporation	Family Medicine Center	Family Medicine	2 Years	28-Oct-19	27-Oct-21	30 day notice to term w/o cause
Psych Reno	NV DHHS/CFS (NNCAS) Child Behavioral Services	Child and Adolescent Services	Psychiatry	2 Years	1-Jul-20	30-Jun-22	30 day notice to term w/o cause
Psych Reno	NV DHHS/CFS (NNCAS) Child Behavioral Services	Child and Adolescent Services	Psych APRN	2 Years	1-Jul-20	30-Jun-22	30 day notice to term w/o cause
Peds	Community Health Alliance Professional Services Agreement	Community Health Alliance	Pediatrics	1 Year	1-Jul-20	31-May-21	90 day notice to term w/o cause
Psych Reno	Family Counseling Service of Northern Nevada	Family Counseling	Psych Physicians and APRN	1 Year	1-Sep-19	30-Jun-21	30 day notice to term w/o cause
Path	Grover C Dils Medical Center	Caliente NV	Pathology	Evergreen	1-Oct-20	30-Sept-22+	1 yr auto renew; 60 day notice to term w/o cause
FMC	NV DHHS/DPBH Nevada State Immunization Program - Nevada WebIZ	UNRMed clinics	Family Medicine	5 yrs	11-Sep-18	31-Aug-23	30 day notice to term w/o cause
IM/Peds	Hometown Health (Renown) Professional Services Agreement	Renown Clinics	Internal Medicine & Pediatric Physicians	Evergreen	1-Jan-18	Annual attachment 6.30.21	Auto renews every 3 yrs. unless 120 day prior notice; No end date; but master attachment done each year; 120 days notice to term w/o cause
PathIM	ICA Washoe Co. Health Dept. Lab Directorship Insulet/OmniPod Certified Pod Trainer Clinic Agreement	WCHD	Pathology	1.6 yr+	1-Jan-21	30-Jun-22+	May auto renew 1 yr each, up to 3.5 years total; 30 day notice to term w/o cause
		Endo Clinic	Registered Dieticians	2 yrs	4-Jan-21	31-Jan-23	30 day notice to term w/o cause
Path	Laboratory Sciences of Arizona (Banner Health) - Lab Director	Banner Lassen (Susanville) and Banner Churchill(Fallon)	Pathology	5 yrs	1-Oct-19	6/30/2021+	Auto renews 1 yr each, up to 5 years total; 30 days notice to term w/o cause
OBGYN	Martin E. Dennis, PC, Northern Nevada Womens Health	St. Marys and Renown	OBGYN Department	1.5 Years	1-Feb-19	30-Jun-21	30 day notice to term w/o cause

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date	Comments
Psych Reno	Medtrans Reno Casal PLLC d/b/a Well Care Medical and Behavioral Clinic	Well Care Clinic	Psychiatry	2 Years	1-Feb-19	30-Jun-21	30 day notice to term w/o cause
IM	Medtronic MiniMed Inc. Agreement	Endo Clinic	Registered Dieticians	5 Years	15-Jul-19	14-Jul-24	Agreement is auto renew 1 yr each, up to 5 yrs total, may term w/o cause 30 day notice
Path	Mt Grant Critical Access Hospital and Rural Health Clinic – Lab Director	Hawthorne NV	Pathology	Evergreen	1-May-20	4-Apr-22+	Auto renew 1 year each; 60 day to term w/o cause
Psych Reno	National Judicial College	College	Psych Physicians	Evergreen	30-Apr-07	Evergreen	No term provision; no end date
FMC	Nevada Health Centers	Elko	Family Medicine	5 Years	1-Nov-17	31-Oct-22	Term w/o cause w written notice but 1 yr. Transition Period
IM	Northern Nevada HOPES(HIV Outpatient Program)	HOPES Clinic	Internal Medicine	1 Year	1-Jul-20	30-Jun-21	30 day notice to term w/o cause
IM	Northern Nevada Medical Center Medical Director	NNMC	Internal Medicine	Evergreen	1-Nov-09	Auto Renewal	Auto renews 1 yr each, no end date; may term w/o cause 30 day notice
IM	NV PBH-OPHIE Tuberculosis Program	FMC Clinic	Internal Medicine	1 year	1-Jan-21	31-Dec-21	30 day notice to term w/o cause
Path	Pershing General Hospital - Lab Director	Lovelock	Pathology	1.5 Years	1-Oct-19	30-Jun-21	30 day notice to term w/o cause
Path	Phillip C. Usera MD, Ltd.	Reno/Carson	Pathology	Evergreen	1-Mar-21	30-June-22+	auto renew 1 yr each, no end date, review comp every 3 yrs., 60 day notice to term w/o cause
IM	Renown Antimicrobial Stewardship Medical Director Agreement	Renown	Internal Medicine	Evergreen	1-Jul-18	Auto Renewal	Auto renews 1 yr each, no end date; review comp every 3 yrs; may term w/o cause 30 day notice
OBGYN	Renown Call Coverage Agreement	Renown ER	OBGYN Department	Evergreen	1-Nov-19	31-Oct-21+	Auto renew 1 yr each; no end date; review comp every 3 yrs.; 90 day notice to term w/o cause
FMC	Renown Health - Covid support	RRMC	Family Medicine	1 yr	4-Dec-20	3-Dec-21	180 day notice to term
Psych Reno	Renown Regional Med Center	RRMC	Psych Physicians	1 yr	1-Jul-20	31-Jun-21	90 day notice to term w/o cause
Psych Reno	Second Judicial District Court, Family Court Division	Family Court Division	Psychiatry	1 Year	1-Jul-20	30-Jun-21	30 day notice to term w/o cause
Peds	Smiths Food and Drug	Smiths	Pediatrics	3 Years	1-Jul-18	30-Jun-21	ALREADY GAVE TERM NOTICE eff6.30.21
Path	So Lyon Medical Center - Lab Director	Yerington NV	Pathology	Evergreen	1-Aug-20	31-Jul-22+	1 year auto renew; 60 day notice to term w/o cause
FMC	So Lyon Medical Center Med Directorship PSA for Long Term Care Unit	Yerington	Family Medicine	Evergreen	1-Dec-20	30-Nov-22+	1 yr auto renew; 60 day notice to term w/o cause
FMC	So Lyon Medical Center PSA Call and Telemed for Long Term Care Unit	Remote Services	Family Medicine	Evergreen	1-Dec-20	30-Nov-22	1 yr auto renew; 60 day notice to term w/o cause
Path	South Lyon Medical Center	Yerington	Dr. Daniel Mockler	2 Years +	1-Aug-20	7/31/2022+	1 yr. auto renew; 60 day notice to term w/o cause
FMC	Specialty Health Professional Services Agreement - Medical Director	Specialty Health	Family Medicine	1.5 Years	4-Nov-19	30-Jun-21	30 day notice to term w/o cause

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date	Comments
Psych Reno	Step2	Step2	Psych Physicians and APRN	1.5 Years	1-Nov-19	30-Jun-21	30 day notice to term w/o cause
FMC	Student Health Center - X-Ray Services	Student Health Center	Family Medicine	5 Years	1-Apr-17	31-Mar-22	Auto renews 1 yr each, up to 5 years total, 30 days notice to term w/o cause
FMC	Student Outreach Clinic	FMC Clinic	Family Medicine	Evergreen	1-Oct-08	Auto Renewal	Auto renew each yr; 90day notice to term
IM	Tandem Clinical Center Service Agreement	Endo Clinic	Registered Dieticians	2 Years	23-Apr-19	22-Apr-21	30 day notice to term w/o cause
Psych Reno	Truckee Meadows Community College	TMCC and Psych Clinic	Psych Physicians, APRN, LCSW	2 Years	1-Jul-20	30-Jun-22	30 day notice to term w/o cause
FMC	UNR & BCN employees agreement for occupational health	FMC Clinic	Occ Health	2 yrs	1-Jan-20	31-Dec-21	90 day notice to term w/o cause
IM	UNR Athletic Department MOA	IM Nutrition	IM Nutrition	2 Years	1-Jul-19	30-Jun-21	30 day notice to term w/o cause
FMC	Vituity Professional Services Agreement	Tahoe Forest Hospital	Physician Assistants	1 Year+	1-Jul-20	30-Jun-21+	auto renew every year; 90 day to term w/o cause
Psych Reno	Washoe Co School District (PO0321168)	WCSD	Psychiatry	1 yr	1-Jul-20	30-Jun-21	written notice
Psych Reno	Washoe Co. School District(PO321233)	Washoe County School District	Dr. Fitzgerald	1 Year	1-Jul-20	30-Jun-21	written notice
Peds	Washoe County Department of Juvenile Services	Juvenile Services	Pediatrics	2 yrs	1-Jul-19	30-Jun-21	120 days notice to term w/o cause
Peds	Washoe County Health Department - Child/Adolescent Immunization Program	Off Site Clinic - Medical Director	Pediatrics	3 yrs.	1-Jul-19	6/30/2021+	Auto renews 1 year each, total 3 yrs unless notice to term 60 day prior to renewal term; may term w/o cause 30days notice
FMC	Washoe County Health Department - Colposcopy and Biopsy Services provided to Family Planning clients	FMC Clinic	Family Medicine	3 yrs	1-Jul-20	30-Jun-21+	Two auto renews of 1 yr each, total of 3 yrs, 60 day notice to term w/o cause
IM	Washoe County Health Department - STD Clinic Medical Director	STD Clinic	Internal Medicine	3 Years	1-Jul-18	30-Jun-21	30 day notice to term w/o cause
IM	Washoe County Health Department - Tuberculosis Prevention Program	Tuberculosis Clinic	Internal Medicine	3 yrs	1-Jul-19	6/30/2021+	Auto renews for 1 more yr, total 3 yrs unless notice to term 60 days prior to renewal term; may term w/o cause with 30 days notice
FMC	Washoe County Health Department - Vasectomy Clinic	FMC Clinic	Family Medicine	3 yrs	1-Jul-19	30-Jun-20 +	Auto renews for 1 yr, total of 3 cumulative years unless notice to term 60 days prior to renewal term; may term w/o cause w 30 days notice
FMC	Washoe County Health Department Medical Director Family Planning Clinic	Washoe County Health Department	Family Medicine	3 yrs	1-Jul-20	30-Jun-21+	Two auto renews of 1 yr each, total of 3 yrs, 60 day notice to term w/o cause
Psych Reno	Washoe County Human Services Agency	Child Welfare Services	Psychiatry	1 Year	1-Jul-20	30-Jun-21	120 days notice to term w/o cause
Path	William Bee Ririe Hospital – Lab Director	Ely	Pathology	1.5 Years	1-Apr-20	30-Jun-21	30 day notice to term w/o cause

Dept	Contract Name	Service Location	Physician(s) Performing Service	Contract Term	Start Date	Expiration Date	Comments
Path	NV Pain & Spine Specialists	Reno	Pathology	3 years	1-Apr-21	31-Mar-24	60 day notice to term w/o cause

ICS ACTIVE MISCELLANEOUS AGREEMENTS

Party	Type of Agreement	Entity/Dept.	Date	Notice to term w/o cause
Parachute Health LLC	Software	ICS/FM	12/30/19 – evergreen	30 days
Carrington College	Clinical Affil. Agreement	ICS	10/1/13 – evergreen	90 days
Language Line Services, Inc.	Master Service Agr/BAA	ICS	11/18/19-evergreen	60 days
Northern NV Med Center	Health Info Data Access Agr.	ICS	9/23/19-evergreen	30 days
Optuminsight,./Optum 360 .	Software	ICS	6/7/18-6/8/23	30 days
RRMC	Telemed Platform Agreement	ICS	1/12/21-1/11/23	90 days
LP Insurance Svcs, Inc.	Service agreement	ICS	4/1/21-4/1/22	30 days
Travelers Insurance	Commercial crime cov.	ICS	2/24/21-2/23/22	90 days chg of control
TCP, LLC d/b/a Trust Commerce	Software	ICS	8/26/13-evergreen	90 days
UNLV School of Medicine	Medical Records Custodial & Trust Agreement	ICS	6/27/17-6/30/21 w option for 4 yrs	90 days
Cochlear	Software License Agreement	ICS – Audiology	3/25/21 – evergreen	Til Termed
UNRMed – Sanford Center	HRSA Subaward 3325 Research Way, 2 nd Floor,	ICS	5/1/20 – 4/30/21	NA
UNLV SOM	MOU – Transition Agreement	ICS	8/5/2016-6/30/2021	No term
Chewy.com	MOU	ICS/FM (WC)	4/1/2020-evergreen	written notice
Custom Ink	MOU	ICS/FM (WC)	4/1/2020-evergreen	90 days
Humboldt Hospital	MOU	ICS-OBGYN	4/1/2020-3/31/2021	30 days
The Ames Co.	MOU	ICS-FM (WC)	2/26/2021-evergreen	written notice

Party	Type of Agreement	Entity/Dept.	Date	Notice to term w/o cause
VA So NV Healthcare	MOU	ICS-obgyn, gastro	6/12/2014-evergreen	90 days

ICS ACTIVE MEMORANDUMS OF UNDERSTANDING

Party	Type of Agreement	Entity/Dept.	Date	Notice to term w/o cause
Community Health Alliance	MOU	ICS/MSAN	3/1/2020-evergreen	30 days
UNR Student Nursing	MOU	ICS-Psych	1/1/2016-evergreen	no term
Nevada Health Centers	MOU with Network Usage Policy (Mod 1&2)	ICS	3/16/2018-evergreen	no term
UNLV SOM	MOU – Transition Agreement	ICS	8/5/2016-6/30/2021	no term
Chewy.com	MOU	ICS/FM (WC)	4/1/2020-evergreen	written notice
Custom Ink	MOU	ICS/FM (WC)	4/1/2020-evergreen	90 days
Humboldt Hospital	MOU	ICS-OBGYN	4/1/2020-3/31/2021	30 days
The Ames Co.	MOU	ICS-FM (WC)	2/26/2021-evergreen	written notice
VA So NV Healthcare	MOU	ICS-obgyn, gastro	6/12/2014-evergreen	90 days
Renown Health	MOU	ICS	6/20/19 – evergreen	NA

Schedule D-12
Insurance of ICS

Schedule 3.9(a)(i) is incorporated by reference.

Schedule D-13

IP of ICS

University Health – trade name; owned by ICS

PRIMARY LOGOS



ALTERNATIVE OPTIONS FOR USE ON DARK/LIGHT BACKGROUNDS



Schedule D-18
Permitted Liens

None.

Schedule D-19
COVID-19 Funding

Recorded	FY20	FY21	Total
COVID - 19 Physician Relief Stimulus	240,592.16	70,048.17	310,640.33
SBA Loan	500,000.00	0.00	500,000.00
PPP Loan - In the process of forgiveness	875,000.00	0.00	875,000.00

Schedule F-(a)

Reference is made to Schedule 9.1(b).

Schedule F-(b)

Clinical Research Activities Owned by Renown

Renown Health, Healthy Nevada Project, the Renown Institute of Health Innovation, the Renown Cancer Research Laboratory, and any of their respective affiliates or participating organizations, as well as the contracts, covenants and license agreements associated with Renown Health, the Healthy Nevada Project, the Renown Institute of Health Innovation, the Renown Cancer Research Laboratory and any of their respective affiliates or participating organizations.

Renown Health maintains all rights, title and interest associated with Renown Health, the Healthy Nevada Project, the Renown Institute of Health Innovation, the Renown Cancer Research Laboratory, and any of their respective affiliates or participating organizations. Renown Health will retain the full right, power, and authority to all Know-How and IP from Renown Health, the Healthy Nevada Project, the Renown Institute of Health Innovation, the Renown Cancer Research Laboratory, and any of their respective affiliates or participating organizations. Renown Health will retain the full right, power, and authority to all genomic data and Genomic Datasets associated with Renown Health, the Healthy Nevada Project, the Renown Institute of Health Innovation, the Renown Cancer Research Laboratory, and any of their respective affiliates or participating organizations.

Definitions:

“Genomic Dataset” means the set of genetic sequence information obtained by processing the biological sample provided by or on behalf of an individual Participant in the Healthy Nevada Project or its affiliate projects.

“Healthy Nevada Project” means the Renown Health and Renown Institute of Health Innovation initiative to use genetics, environmental data and individual health information to improve population health for Nevada residents.

“Know-How” means any and all tangible and intangible information, data, results (including pharmacological, research and development data), materials, including discoveries, improvements, compositions of matter, cell lines, assays, sequences, processes, methods, knowledge, protocols, formulas, utility, formulations, data, inventions (whether patentable or not), strategy, know-how and trade secrets, patentable or otherwise, and all other scientific, pre-clinical, clinical, regulatory, manufacturing, marketing, financial and commercial information or data, in each case that is not generally known by the public, but excluding any Patents.

“Renown Institute for Health Innovation” means the Limited-liability corporation existing under the laws of Nevada, having its registered office at 1155 Mill Street, Reno, NV 89502. Renown Institute for Health Innovation is a wholly-owned subsidiary of Renown Health.

“Renown Cancer Research Laboratory” means the Renown Health Cancer Laboratory established at the Desert Research Institute for affiliate Cancer research related to Healthy Nevada Project.

“Datasets” means the Healthy Nevada Project datasets including but not limited to the Genomic Dataset.

“Renown IP” means the Renown Know-How, Renown Patents, and Renown’s interest in and to any Joint Know-How or Joint Patents.

“Renown Patents” mean any and all Patents filed on Renown Know-How that claim any patentable inventions within the Renown Know-How.

“Joint Patents” mean any and all Patents filed on Joint Know-How that claim any patentable inventions within the Joint Know-How.

“Joint Know-How” means any and all Know-How that is conceived, discovered, developed, or otherwise made jointly by or on behalf of Renown Health or any of its Affiliates, on the one hand, and other parties or any of its Affiliates, on the other hand, whether or not patented or patentable, in the course of performing activities under the Healthy Nevada Project or its affiliates.

“Participating Organization” means a Third Party health care provider that has agreed in writing to provide EMR to Renown for use in the Healthy Nevada Project.