

**ACCESS AGREEMENT**  
by and between  
**RENOWN HEALTH**  
And

This access agreement (this “Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between **Renown Health**, a non-profit corporation organized under the laws of the State of Nevada (“Renown”), and \_\_\_\_\_, a \_\_\_\_\_ having its principal place of business in \_\_\_\_\_ (“Transport Company”). Renown and Transport Company may hereafter be referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Transport Company desires to have access to Renown helipad facilities for the purpose of patient transport (the “On-Site Access”); and

**WHEREAS**, Renown is willing to provide the On-Site Access to Transport Company under the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions:

**1. TERM**

The term of this Agreement shall be for one (1) year commencing as of the Effective Date, and it will automatically renew for an additional one (1) year term on each successive anniversary date. However, the Parties may terminate this Agreement prior to the expiration of its term by following the termination procedure set forth in Section 4, below.

**2. GENERAL CONDITIONS**

The purpose of this Agreement is to set forth the terms and conditions under which Renown will provide the On-Site Access to Transport Company. In keeping with this purpose, the Parties agree to the following:

**2.1 Rights and Responsibilities of Transport Company:**

- 2.1.1 To comply with all applicable laws, regulations, and standards and amendments thereto, of all entities that regulate, license, govern and/or accredit Renown and govern Transport Company, including, but not limited to, federal, state, and local government entities, including the FAA, and the Joint Commission during any On-Site Access;
- 2.1.2 To obtain and, upon request, to provide to Renown copies of, all licenses, certifications, bonds or other permissions that are required under applicable law for the On-Site Access;
- 2.1.3 To provide, upon request, and if applicable, a Certificate of Good Standing from the State of Nevada indicating authorization and good standing to work in Nevada;

- 2.1.4 To work with Renown to schedule mutually-acceptable times and locations for the On-Site Access;
- 2.1.5 To screen all applicants prior to employment, including in such screen a criminal background check, OIG and GSA sanction check, drug screening and work-eligibility;
- 2.1.6 To ensure that, during any On-Site Access, all employees and agents of Transport Company have been properly educated and trained and are legally-permitted to perform work in the United States;
- 2.1.7 To notify Renown immediately if any employee or agent of Transport Company is injured during any On-Site Access;
- 2.1.8 To inform Renown immediately of any personal injury or property claim arising in connection with any On-Site Access;
- 2.1.9 To comply with all policies and procedures of Renown including, without limitation, those policies and procedures pertaining to the behavior and appearance of employees and agents of Transport Company while they are on Renown's premises;
- 2.1.10 To ensure that, during any On-Site Access, all employees and agents of Transport Company wear such identification badges or other identifying items as Renown reasonably requires;
- 2.1.11 To immediately notify Renown in writing of any material change in status with respect to the compliance of general conditions set forth in this Section 2 or qualifications of Transport Company, with the understanding that if Transport Company fails to maintain any of the general conditions or qualifications, as required pursuant to this Agreement, then Renown may immediately terminate this Agreement;
- 2.1.12 To assist Renown in discontinuing or limiting the involvement of any employee or agent of Transport Company who, in Renown's opinion, is acting inappropriately or posing a risk to Renown's patients, visitors, or staff.
- 2.1.13 To confirm review and agreement to abide by Renown Rooftop Standard Operating Procedures, perform review and educate pilots on Rooftop Helistops Familiarization document, and coordinate one test landing without patients in coordination and collaboration with REMSA, in advance of approval to land on helipads.

### **3. GOVERNMENT PROGRAM EXCLUSIONS**

Renown shall have the right to immediately terminate this Agreement without penalty or further obligation, if any employee, agent, or subcontractor of Transport Company is, or has ever been: (a) excluded from participation in any federal or state health care program, including but not limited to, Medicare and Medicaid, for having engaged in any activity set forth in 42 U.S.C. § 1320a-7 (LEIE list); (b) excluded from participation for fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in other than a health care program operated in whole or in part by any federal, state, or local government agency (EPLS list); (c) a specially designated national set forth in 31 C.F.R. § 501.701 (SDN list); or (d) debarred by the General Services Administration (ARNET list).

#### **4. TERMINATION**

Either party may terminate this Agreement, without cause, and without penalty or further obligation, upon providing fifteen (15) days' advance, written notice of termination to the other party. Renown shall have the right to immediately terminate this Agreement, without penalty or further obligation if this Agreement or any action or conduct of Transport Company: (a) violates any federal, state or local laws, statutes, regulations, codes, ordinances or would otherwise be deemed illegal; (b) jeopardizes Renown's third-party reimbursement or participation in any federal or state health care program, including but not limited to, Medicare and Medicaid; (c) jeopardizes the tax-exempt or non-profit status of Renown; (d) jeopardizes any license or accreditation status of Renown; (e) results in imposition of any integrity agreement, consent decree or settlement agreement with any federal or state agency; or (f) results in dissolution of Transport Company or upon bankruptcy, insolvency or receivership of Transport Company.

#### **5. CONFIDENTIALITY**

Transport Company acknowledges that, in the course of the performance of this Agreement, it may have access to information or communications, including proprietary information claimed to be unique, secret, or confidential, and which constitutes the exclusive property or trade secrets of Renown, its subsidiaries and affiliates, and not made generally public (the "Confidential Information"). Transport Company agrees to maintain the confidentiality of the Confidential Information and will use commercially reasonable efforts and take all reasonable precautions to protect the Confidential Information. Transport Company recognizes that a breach of this Section 5 will result in irreparable harm to Renown. In the event of such material breach, and without limiting the right of Renown to seek any other remedy or relief to which it may be entitled under law, Transport Company, its employees and agents consent to injunctive relief in favor of Renown.

##### **5.1 Health Insurance Portability and Accountability Act ("HIPAA")**

Transport Company agrees to perform this Agreement in a manner that complies with HIPAA and other federal and state laws and regulations governing the protection, use and disclosure of confidential patient information (collectively, the "Privacy and Security Laws"). If Transport Company becomes aware of a violation of the Privacy and Security Laws on the part of one of its directors, officers, employees or agents, Transport Company shall immediately notify Renown and shall take all actions necessary to mitigate the damage caused by such violation. Transport Company agrees that a breach of the Privacy and Security Laws shall be considered a material breach of this Agreement and may, at the discretion of Renown, be grounds for immediate termination of this Agreement.

#### **6. INDEMNIFICATION**

Transport Company agrees to indemnify and hold harmless Renown and its officers, agents, servants, employees and indemnitees, against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees and expenses arising out of or related to any negligent, reckless or intentional act or omission on the part of the Transport Company, its officers, employees, or former employees, including but not limited to, the bodily injury or death of any person, the unauthorized or inappropriate use or disclosure of any "protected health information" within the meaning of 45 C.F.R. § 164.501, or the damage to or destruction of any property. Each party is responsible for its own actions and/or omissions.

Renown agrees to indemnify and hold harmless the Transport Company and its officers, agents, servants, employees and indemnitees, against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees and expenses arising out of or related to any negligent, reckless or intentional act or omission on the part of Renown, its officers, employees,

or former employees, including but not limited to, the bodily injury or death of any person, the unauthorized or inappropriate use or disclosure of any “protected health information” within the meaning of 45 C.F.R. § 164.501, or the damage to or destruction of any property. Each party is responsible for its own actions and/or omissions. The Transport Company will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

## **7. INSURANCE**

Transport Company agrees to obtain and maintain general and professional liability insurance with minimum policy limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and errors and omissions liability insurance with minimum policy limits of \$1,000,000 per claim and \$3,000,000 in the aggregate for the term of this Agreement. A certificate of insurance evidencing the validity of the insurance required by this Section 7 shall be provided by Transport Company to Renown, and annually thereafter, and the current certificate of insurance shall be incorporated as Exhibit A to this Agreement. Transport Company also agrees to obtain and maintain workers’ compensation insurance, including but not limited to coverage for all costs, benefits and liabilities under workers’ compensation and similar laws. To the extent such insurance coverage is covered under a claims-made policy for insurance, Transport Company shall also provide, at Transport Company’s own expense, “tail” coverage upon termination of the relevant policy (ies) extending to all periods during which any On-Site Access was provided pursuant to this Agreement. Each such insurance policy described in this Section 7 shall provide that such policy shall not be canceled or materially altered without thirty (30) days prior written notice to Renown. Transport company may meet any of the above insurance requirements through self-insurance, with evidence of excess liability insurance as needed to meet the minimum limits of insurance. Some or all insurance requirements may be satisfied with a formal self-insured program.

## **8. APPLICABLE LAW; FORUM**

The validity, interpretation, and performance of this Agreement, as well as the rights and duties of the Parties, shall be determined pursuant to and in accordance with the laws of the State of Nevada. The site of any litigation arising out of this Agreement, or either party’s performance under this Agreement, shall be Washoe County, Nevada.

## **9. ASSIGNMENT**

Transport Company may not assign, transfer or sell its rights or obligations under this Agreement without receiving the prior written consent of Renown.

## **10. CHANGE IN LAW**

In the event there are changes to or clarifications of federal, state or local laws, statutes, regulations, codes, ordinances that may materially affect the operations of Renown, including but not limited to, third-party reimbursement or the tax-exempt or non-profit status of Renown, the Parties agree to examine this Agreement and to renegotiate any applicable provisions to accommodate the changes in the law.

## **11. FORCE MAJEURE**

Either party shall be liable for any failure to perform, or delay in performing, any of its obligations under this Agreement caused by forces or circumstances beyond its reasonable control, and without fault or negligence on the part of that party. Such forces or circumstances shall include, but not be limited to, Acts of God, acts of civil or military authority, fires, floods, epidemics, quarantines, and civil commotion. However, in the event of such a force or

circumstance becoming manifest, the party that finds itself unable to perform shall promptly notify the other party in writing and shall take all reasonable steps to remove such impediments to its performance.

**12. INDEPENDENT CONTRACTOR RELATIONSHIP**

Transport Company (and its employees and agents, if any) shall be an independent contractor of Renown. Nothing in this Agreement is intended nor shall be interpreted as creating an employer-employee, partnership, or joint venture relationship between Renown and Transport Company or Renown and any of Transport Company’s employees or agents. Accordingly, neither Transport Company nor any of Transport Company’s employees or agents shall be entitled to receive employee benefits from Renown.

**13. MISCELLANEOUS PROVISIONS**

**13.1 Amendments; Severability; and Waiver of Breach**

13.1.1 Amendments to this Agreement must be made in writing and signed by the representatives of the Parties before they can become effective;

13.1.2 If any part, term, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated;

13.1.3 The waiver of a breach of this Agreement or the failure of a party to exercise any right secured to it by this Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

**14. NON-DISCRIMINATION**

The performance required by this Agreement shall be rendered in accordance with applicable federal laws and standards that prohibit discrimination against individuals on the basis of age, race, color, sex, religion, national origin, veterans’ status or disability.

**15. NON-SOLICITATION**

Transport Company agrees that during the term of this Agreement, Transport Company will not offer, directly or indirectly, or through any third person, partnership, firm, corporation, association or other entity, any employment to any person who is an employee of Renown.

**16. NOTICES**

All notices required by this Agreement shall be forwarded to:

If to Renown:	With a copy to:	If to Transport Company:
Renown Health General Counsel 1155 Mill Street, N14 Reno, NV 89502	Renown Health Attn: Contract Coordinator 1155 Mill Street, Z1 Reno, NV 89502	[Transport Company Name] [Mailing Address] [City, State, Zip]

**17. TRADEMARKS; SERVICE MARKS; AND LOGOS**

Unless there is prior written consent of Renown, Transport Company shall not use the name or any substantive part of the name, the logo, symbol, trademark or service mark of Renown in any advertising, publicity, or publication or otherwise make, use or sell material reflecting such rights.

**18. INTEGRATION**

This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter. The terms and conditions of this Agreement shall be controlling over any conflicting terms and conditions set forth in Transport Company's agreement or other documentation pertaining to the On-Site Access.

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, agree to be bound by the terms and conditions of this Agreement as of the date first written above.

**Renown  
Renown Health**

**Transport Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_