

EXHIBIT D - PARTICIPATION AGREEMENT

This Participation Agreement ("Participation Agreement") is made and entered into as of the 24 day of July, 2015, ("Effective Date") by and between Nevada Health Partners, a Nevada 501 6 (c) corporation (hereinafter referred to as "Group") and City of Sparks (hereinafter referred to as "Participating Employer Group") and Renown Regional Medical Center, a Nevada corporation and Renown South Meadows Medical Center, a Nevada corporation (hereinafter individually and collectively referred to as "Renown Health.")

RECITALS

WHEREAS, Participating Employer Group is an organization which operates a self-insured health plan for the provision of managed care health service benefits for its employees, retirees, and eligible dependents; and

WHEREAS, Group is a corporation organized for the purpose of facilitating and coordinating the provision of managed care health services for various self-insured health plans; and

WHEREAS, "Renown Health" is a provider of hospital and other healthcare services; and

WHEREAS, Group has entered into a Hospital Agreement with Renown Health on January 1, 2016 (including any amendments thereto, referred to as the "Hospital Agreement") for the provision of hospital and other healthcare services at discounted rates pursuant to which Participating Employer Groups designated by Group may participate in the benefits and obligations in the Hospital Agreement; and

WHEREAS, Participating Employer Group is an active member of Group and desires to participate in, and Group consents and agrees that Participating Employer Group may participate in, said Hospital Agreement on the terms and conditions set forth in this Participation Agreement and the Hospital Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Participation in Hospital Agreement.** Participating Employer Group agrees to participate in the Hospital Agreement under the terms and conditions set forward in Exhibit A of the Hospital Agreement. Participating Employer Group has read, approved and fully understands, agrees to be bound by, and to act in conformity with, all the terms and conditions of the Hospital Agreement, including but not limited to any and all exclusivity requirements. Furthermore, Participating Employer Group agrees to perform all obligations required of a Participating Employer Group under the Hospital Agreement, whether such obligations are for the benefit of Group or Renown Health, and to fully cooperate with and provide such information to Renown Health required under the Hospital Agreement, as if it were originally a party thereto. Participating Employer Group acknowledges and agrees that its eligibility to participate as a Participating Employer Group under the Hospital Agreement is expressly conditional upon Participating Employer Group's compliance with, and performance of, all terms, conditions and obligations required of a Participating Employer Group under the Hospital Agreement.

2. Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the earlier of:

2.1 The effective date of termination of the Hospital Agreement between Group and Renown Health.

2.2 The effective date of termination of Participating Employer Group's rights to participate in the Hospital Agreement, whether by Renown Health or Group, pursuant to the terms and conditions outlined in the Hospital Agreement, including without limitation Section 3.1.3, 7.2.1, 7.2.2, and Section 9 of the Hospital Agreement.

2.3 The end of the then current Term as defined in section 9.1 of the Hospital Agreement, following the date upon which Participating Employer Group ceases to be an active member in good standing of Group.

2.4 Termination by Participating Employer Group for cause as outlined below:

2.4.1 Material breach of Participation Agreement or Hospital Agreement by Renown Health.

2.4.2 Renown Health's failure to comply with the provisions of the Hospital Agreement regarding the limitations on billing Participants.

2.4.3 Insolvency of Renown Health.

2.4.4 Failure by Renown Health to maintain licenses, certifications and accreditations required to perform Renown Health's duties under this Agreement, or to comply with applicable laws, regulations or Program Requirements.

2.4.5 Commission or omission of any act or any conduct or allegation of conduct for which Renown Health's license, certification or accreditation may be subject to revocation or suspension, whether or not actually revoked or suspended, or if Renown Health is otherwise disciplined by any licensing, regulatory, professional entity or any professional organization with jurisdiction over Renown Health.

2.4.6 Failure of Renown Health to maintain required liability coverage protection.

Termination set forth above shall be upon ninety (90) days' prior written notice by the Participating Employer Group unless said reason for termination is cured within said ninety (90) day period.

3 Miscellaneous.

3.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. However, this Agreement shall not be assigned or transferred by one Party without the prior written consent of the other Party.

3.2 Third Party Beneficiaries. Renown Health is intended to be and shall be a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, Participating Employer Group has executed this Agreement as of the date written below.

<p>“Renown Health” Renown Regional Medical Center</p> <p>By: _____</p> <p>Name: Bethany Sexton</p> <p>Title: Vice President, Revenue Cycle</p> <p>Date: _____</p> <p>“Group” Nevada Health Partners</p> <p>_____ Signature</p> <p>Name: Terri Lightfoot</p> <p>Title: Chief Executive Officer</p> <p>_____ Date</p>	<p>“Participating Employer Group” City of Sparks</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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