

REVOCABLE LICENSE AND FACILITY USE AGREEMENT

This agreement is dated September 26, 2017, and is by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, ("**County**") and NEVADA DONOR NETWORK, INC., a Nevada non-profit corporation ("**NDN**").

A. NDN is a federally-designated Organ Procurement Organization as described under 42 CFR 486, Subpart G. NDN is accredited by the Association of Organ Procurement Organizations, the American Association of Tissue Banks, and the Eye Bank Association of America.

B. NDN and the County desire to allow NDN continuous use of a designated tissue recovery room at the Washoe County Regional Medical Examiner's Office ("**WCRME**") to procure tissues from decedents while providing a fiscally responsible cost recovery program associated with facility use.

NOW, THEREFORE, in consideration of these recitals and each party's obligations set forth herein, the parties mutually agree as follows:

1. County Obligations:

- 1.1 Recovery Suite. The County shall provide NDN twenty-four (24) hour access to one (1) room located at the WCRME that is designated for tissue recovery (the "**Recovery Suite**") for the purposes of tissue recovery from decedents under WCRME's jurisdiction. As used in this agreement, "tissue" means material that has come from a human body and consists of (or includes) human cells, including without limitation organs, eyes, corneas, bones, tendons, vessels, cartilage, skin, and nerves.
- 1.2 Assessment. WCRME, upon notification of potential organ/tissue donors within WCRME's jurisdiction, shall assess whether organ or tissue may be recovered from a decedent. All decision, determinations, conditions, instructions or authorizations for the recovery of organs or tissue of decedents within WCRME's jurisdiction will be made by WCRME in its sole discretion in accordance with NRS Chapter 451.
- 1.3 Referral. Once WCRME determines tissue may be recovered from a decedent (an "**Eligible Decedent**"), WCRME shall refer that Eligible Decedent to NDN.

2. NDN Obligations:

- 2.1 Notification. Upon receipt of notification of an Eligible Decedent, NDN shall notify WCRME as to whether the Eligible Decedent is suitable for recovery of organs or tissue and shall pursue authorization for eligible tissues. NDN shall not challenge WCRME's decisions, determinations, authority, or conditions with respect to the recovery of organs or tissue.

2.2 Recovery.

- a. NDN's recovery of organs or tissue shall only occur within the Recovery Suite or at an outside facility that WCRME pre-approves in writing. NDN shall provide all supplies necessary for both tissue and organ recovery. NDN shall clean the Recovery Suite after organ or tissue recovery operations in accordance with nationally-accepted protocols and in accordance with WCRME's written protocols (as provided to NDN).
- b. Prior to recovery of tissue, NDN will obtain appropriate authorization from the WCRME. NDN will coordinate tissue donation, evaluate donor suitability, request and document consent from legal next-of-kin, if required, and arrange for recovery of donated tissues. NDN also agrees to obtain the appropriate releases for documents from the legal next-of-kin.
- c. NDN shall use reasonable efforts to ensure that the family of a decedent, whose death has been investigated by the WCRME, is contacted by one tissue recovery and procurement organization only. NDN agrees to ensure that all potential donor families are offered the opportunity to consent to organ or tissue recovery of their decedent.
- d. NDN shall ensure that each NDN employee granted access to the Recovery Suite will have completed a background investigation equal to or exceeding the written requirements for WCRME's employees (as provided to NDN).
- e. NDN shall be solely responsible for all costs and expenses resulting from its obligations hereunder, including use of the Recovery Suite and body transport fees (if such transport is requested in writing by NDN). The County shall not be responsible for any costs and expenses as a result of NDN's use of the Recovery Suite (though the County shall retain responsibility for all maintenance issues arising in connection with the Recovery Suite).

2.3 Suitability of Organs/Tissue. NDN acknowledges that the WCRME makes no guarantee of the suitability of the use of the organs or tissue that may be recovered. NDN shall coordinate organ and tissue donation, evaluate donor suitability, request authorization from legal next of kin or other appropriate party, if required, and arrange for recovery of donated organs and tissues.

2.4 Reports. NDN shall provide all recovery notes and pathology reports to WCRME as promptly as practicable after such notes and reports are made available to NDN. NDN shall provide reports to WCRME quarterly or as otherwise may be required under applicable law.

2.5 Compensation. As consideration for the use of Recovery Suite and associated facility maintenance and supporting resources, NDN shall remit a monthly fee to the County as follows:

Year	Annual	Monthly
2017	\$90,000.00	\$7,500.00
2018	\$98,100.00	\$8,175.00
2019	\$106,932.00	\$8,911.00
2020	\$116,556.00	\$9,713.00

3. Conditions and Covenants

- 3.1 Use of Recovery Suite. NDN acknowledges that WCRME's daily business operations may require WCRME's use of the Recovery Suite and WCRME has priority in regards to use of the Recovery Suite. WCRME shall use reasonable efforts to make the Recovery Suite available to NDN in a timely manner. If NDN uses or allows uses of the Recovery Suite (or other permitted areas of the WCRME) that are not stated in this Agreement, this Agreement may be terminated by the County immediately upon receipt of written notice from County to NDN.
- 3.2 NDN Accreditation. NDN shall maintain its federal designation status as an Organ Procurement Organization as well as its regulatory requirements as an accredited tissue and eye bank. Each party to this agreement shall ensure that all actions taken by that party are in accordance and compliance with all applicable federal, state and local laws, standards, regulations, rules and requirements, including such requirements as set forth by the national accrediting agencies, including the U.S. Department of Health and Human Services, the United Network for Organ Sharing, the American Association of Tissue Banks, the Eye Bank Association of America and the Joint Commission on Accreditation of Health Care Organizations.
- 3.3 Tissue Matters. NDN shall serve as a tissue and eye bank. NDN shall notify WCRME prior to subcontracting with any tissue bank and shall ensure that all subcontracted tissue bank employees satisfy the same requirements as NDN staff as set forth in this agreement.
- 3.4 Indemnification.
- a. NDN, and its successors in interest, shall indemnify, defend and hold harmless the County and its officers, agents, employees, and volunteers, against and from any and all liability, including injury to or death of any person, damage to or loss or destruction of property, mishandling or misidentification of body parts of any kind and/or human remains, or loss or destruction of evidence, loss, damage, fines, claims, demands, causes of action, costs and expenses, judgements, of whatever nature, including costs of investigation, attorney's fees and expenses, expert witness fees and expenses, and all court, arbitration or other alternative dispute resolution costs arising out of, resulting from, relating to or in connection with:

- i. Any work, action(s) or inaction(s), or the use of the Recovery Suite by NDN, its agents, officers and employees, or its contractors and subcontractors; and
 - ii. Recovery of organs or tissue, including the suitability of organs or tissue for recovery and consent or approvals for their recovery.
 - b. NDN shall repair or restore to the County's reasonable satisfaction any damage sustained to the County's property as a direct result of NDN's use of the Recovery Suite.
 - c. At its option, the County may elect to hire an attorney and/or attorneys to defend the County, its officers, employees, agents, volunteers, directors or County Commissioners for any of the items set forth above, including claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the County exercises this option, NDN shall remain subject to all indemnification obligations as set forth in this section, including to paying all costs, reasonable attorney's fees, costs of suit, costs of appeal, and expert witness fees. County may, at any time, compromise or settle any claim, cause of action, suits or arbitrations if County pays the settlement or compromise amount; provided, however that County and its defense counsel may not compromise or settle any claims, causes of action, suits or arbitration in any manner that would obligate NDN for the payment of money or to take any action without NDN's prior written approval.
 - d. Notwithstanding the above, if it is finally determined that NDN fails to indemnify or defend the County, that the County is legally liable to the party with whom settlement was made or in whose favor judgment was rendered, and what the amount to be paid is, then NDN is liable to the County for said amount, plus all fees and costs as set forth in this section. NDN shall, within thirty (30) calendar days of receipt of billings from the County, pay all reasonable attorney's fees and such other costs and/or expenses as required by the County in handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.
 - e. County retains all immunities, defenses and tort limitations, including those set forth in Chapter 41 of the Nevada Revised Statutes or otherwise provided in law and equity.
- 3.5 Insurance. NDN shall, upon reasonable request, provide WCRME with certificates of insurance coverage establishing coverage set forth in this section. The certificate of insurance and all endorsements for each policy is to be signed by a person authorized by said insurer and licensed by the State of Nevada. The insurance coverages will be:
- a. General liability coverage at limits of no less than Two Million and 00/100 Dollars (\$2,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury, and property damages. Coverage shall be on an "occurrence basis" only and not on a "claims made" basis; and the

coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include coverage for bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products, and completed operations, contractual and independent contractors. The County, its officers, its employees, agents and its volunteers must be expressly covered as "additional insureds."

- b. Professional liability insurance at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence to insure against claims or losses arising from, relating to, or in connection with actions or inactions of NDN, NDN's performance of this Agreement or relating to or arising from or in connection with performance of organ or tissue recovery. "Claims made" insurance coverage will continue for a period of three (3) years beyond the term of this agreement. Any retroactive date must coincide with or predate the date of this agreement and may not be advanced without the County's consent.
 - c. All deductibles and self-insured retention will be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Five Thousand and 00/100 Dollars (\$5,000.00) with respect to coverage provided for in this Section in relation to coverage without prior written approval of the County. Should aggregate limits be imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed and the amount must be entered on the required certificate of insurance. Any notice given to WCRME will also be sent to the County. Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required certificate of insurance.
- 3.6 Covenant Not to Sue. NDN waives and shall not initiate any cause of action, claim, suit or demand of any nature against the County related to or arising out of or based on:
- a. Organ or tissue recovery, including WCRME's decisions, authorizations, conditions or requirements with respect to suitability of organs or tissue for recovery; and
 - b. Use of the Recovery Suite.
- 3.7 Services to County. NDN shall assist WCRME with the development, modification and implementation of policies and procedures related to organ or tissue donation. Additionally NDN shall use reasonable efforts to provide organ or tissue donation education programs for WCRME staff at no expense to the County.
- 3.8 Cash Deposit. NDN shall deposit with the County Two Thousand Five Hundred and 00/100 Dollar (\$2,500.00) cash within five (5) days of execution and delivery of this agreement to secure NDN's obligations set forth herein. The cash deposit will be in the

form of a cashier's check made payable to "Washoe County Treasurer", and shall be delivered via first class U.S. mail to:

Dr. Laura D. Knight, Chief Medical Examiner and Coroner
Washoe County Regional Medical Examiner's Office
990 East Ninth Street
Reno, Nevada 89512

WCRME shall retain the cash deposit in full as a continuing obligation during the term of this agreement. In the event of any default by NDN of its obligations hereunder, or if any costs as a result of NDN's breach hereunder are incurred by the County, including damage to WCRME, the requirement of additional security, maintenance or clean-up, the County may withdraw from the cash deposit the full amount of all sums and damages necessary in connection with such or by reason of any default of the terms and conditions herein, and within five (5) calendar days after NDN's receipt of notice by the County, NDN shall replenish the cash deposit to the full amount. The County shall such additional deposit to return the balance of the cash deposit to the full amount. The County shall return the balance of the cash deposit, if any, within thirty (30) calendar days after the County's final inspection of the Recovery Suite following NDN's vacation of the Recovery Suite or termination of this agreement.

4. Miscellaneous

4.1 Term. Unless terminated earlier this agreement shall be for three (3) years from the Effective Date.

4.2 Termination for Breach. Either party may, if the other party materially breaches any provision of this agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 10 calendar days after the breaching party's receipt of written notice of such breach, terminate this agreement.

4.3 Termination for Convenience. Either party may terminate this agreement, without cause, by providing the other party with thirty (30) calendar days' prior written notice. As promptly as practical following receipt of such notice, NDN shall discontinue use of the Recovery Suite and, upon receipt of any invoice, pay to the County any and all costs outstanding under this agreement.

4.4 Survival. Sections 3.4 – 3.6 and 4 survive expiration or earlier termination of this agreement.

4.5 No Assignment. Neither party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this agreement. This agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

- 4.6 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this agreement must be written and are deemed given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (c) on the date sent by a facsimile, portable document format (.pdf) or other electronic signature method (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as may be specified in a notice given in accordance with this Section):

Dr. Laura D. Knight, Chief Medical Examiner and Coroner
Washoe County Regional Medical Examiner's Office
990 East Ninth Street
Reno, NV 89512

Joseph Ferreira, President & CEO
Nevada Donor Network
2055 East Sahara Avenue
Las Vegas, Nevada 89104

- 4.7 No Third Party Beneficiaries. This agreement is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this agreement.
- 4.8 Governing Law. All matters arising out of or relating to this agreement will be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) any action brought pursuant to this agreement shall be brought in Washoe County, Nevada.
- 4.9 Invalid Provisions. Whenever possible, each provision of this agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any term or provision of this agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, 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 a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 4.10 Entire Agreement. This agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and

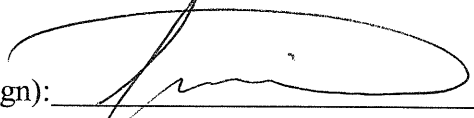
contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

- 4.11 Modification. This agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 4.12 Further Assurances. Each of the parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof.

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IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding on the date stated in the introductory paragraph.

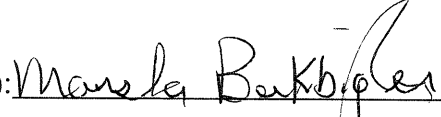
Nevada Donor Network, Inc.

By (sign): 

Name (print): Joseph Ferreira

Title (print): President / CEO

County of Washoe, a political subdivision
of the State of Nevada

By (sign): 

Name (print): Marsha Beckhigler

Title (print): Washoe County Commissioner