

AMENDMENT TO THE REVOCABLE LICENSE AND FACILITY USE AGREEMENT

This first amendment to the revocable license and facility use agreement (this “Amendment”) dated December 10, 2019 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”).

WHEREAS, the County and NDN are parties to that certain REVOCABLE LICENSE AND FACILITY USE AGREEMENT dates as of September 26, 2017 (“the Agreement”);

WHEREAS, pursuant to Section 4.11 of the Agreement, the agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto; and

WHEREAS, the Parties desire to further amend the Agreement pursuant to this Amendment.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Section 1.1 – NDN and the County wish to include the following changes to the section involving use of the recovery suite as follows:

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. WCRME may also make available to NDN other suitable recovery spaces based on WCRME case activity and need of the space, but only upon request. 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.

2. Section 2.5 - NDN and the County wish to include the following changes to the compensation schedule as follows:

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

Regardless of volume of facility use, NDN shall remit a monthly fee to the County as follows:

Year	Annual	Monthly
2019	\$115,008	\$9,584
2020	\$152,952	\$12,746
2021	\$203,424	\$16,952
2022	\$213,588	\$17,799

Recognizing that changes in case volume could occur, the following sliding scale will be used to adequately compensate the County for higher than planned facility usage for donor case activity:

Monthly MS Donor Facility Use Thresholds	Monthly Rate
8	\$12,746
10	\$16,952
12 or greater	\$17,799

MS Donor Facility Use Volumes will be reviewed quarterly between NDN and County and if the quarterly averages reaches the above thresholds, the monthly rate will be increased for the following 3 months at the indicated amount. If the threshold facility use volumes are sustained for 6 months consecutively, the rate increase will be made permanently. If MS donor facility use volumes are not sustained over 6 months, rates will continue to be adjusted quarterly based on the sliding scale, as indicated, in 3-month increments, but never below the default rates outlined in the first table.

3. Section 4.1 – NDN and the County wish to extend the term of this agreement for three (3) years from the effective date of this Amendment.

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

Nevada Donor Network, Inc.

By (sign): _____

Name (print): _____

Title (print): _____

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

By: _____

Name: Vaughn Hartung

Title: Chair, Washoe County Commission