



4705 NW Expressway • Oklahoma City, OK 73132

405.840.5551 • Fax 405.840.9748

LifeShareNetwork.org

December 27, 2023

Kelley Martinez
Hospital Administrator
Mangum Regional Medical Center
1 Wickersham Drive
Mangum, OK 73554

Re: New Organ and Tissue Donor Agreements

Dear Sir or Madam,

I hope that this email finds you well. My thanks to you, on behalf of all of us at LifeShare, for your support of organ and tissue donation in the state of Oklahoma. Thanks to your hospital's collaboration with LifeShare, Oklahoma is among not only the nation's but the world's leaders in lives saved and touched by donation.

The end of the year represents a time for renewal of agreements between your hospital and LifeShare as your CMS-designated organ procurement organization. With this cycle, we are also taking the opportunity to reflect LifeShare's restructuring with the creation of LifeShare Tissue Services and the separation of organ and tissue recovery services into two parallel, collaborative organizations. As a result, you will find attached or enclosed the following:

- An OPO/Donor Hospital agreement between your hospital and LifeShare Transplant Donor Services of Oklahoma which meets all CMS requirements for both of our organizations.
- A tissue recovery agreement between LifeShare Tissue Services, our non-profit tissue recovery organization, and your hospital which again meets all applicable requirements.

Please review, complete contact information, sign and return to my attention at LifeShare. If you have any questions, please reach out to your LifeShare Hospital Liaison, to Kim Gillespie who is LifeShare's Director of Hospital Development and Family Services, or to me.





LifeShareNetwork.org

In closing, thank you again for your support. As a result of you and your colleagues throughout the state as well as the generosity of Oklahoma's donor families, LifeShare each year is able to coordinate in excess of 600 lifesaving organ transplants and tissue donations which touch nearly 80,000 lives.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. P. Orlowski".

Jeffrey P. Orlowski
President and Chief Executive Officer



ORGAN RECOVERY AGREEMENT

This ORGAN RECOVERY AGREEMENT (this "**Agreement**") is made and entered into effective as of January 1, 2024 (the "**Effective Date**"), between Mangum Regional Medical Center with its principal place of business at 1 Wickersham Drive, Mangum, OK 73554 ("**Hospital**") and LifeShare Transplant Donor Services of Oklahoma, Inc., an Oklahoma not-for-profit 501(c)(3) corporation, with its principal place of business at 4705 NW Expressway, Oklahoma City, Oklahoma 73132-5213, ("**LifeShare**"), with respect to the following circumstances:

WHEREAS, LifeShare, being the Organ Procurement Organization ("**OPO**") designated by the Secretary of the Department of Health and Human Services for procurement of transplantable organs in Oklahoma,

WHEREAS, Hospital, being required by 42 CFR Part 482.45 (the "**COP**"), to have a written agreement with an OPO to notify the OPO designated by the Secretary of the Department of Health and Human Services or third party designated by LifeShare, in a timely manner, of individuals for whom death is imminent or who have died at Hospital,

WHEREAS, Hospital and LifeShare, desiring to facilitate the procurement of organs for transplantation and are committed to maximizing donation from suitable donors,

NOW THEREFORE, Hospital and LifeShare do agree as follows:

Section 1: Definitions

1.1 Imminent Death: Imminent Death occurs: a) when a patient is on a ventilator with Glasgow Coma Score ("**GCS**") of five (5) or less and no sedation or paralytics, b) when a brain death test is ordered on a patient, c) immediately prior to decelerating care or withdrawal of support on a ventilator patient, and/or d) when a patient experiences cardiac death.

1.2 Timely Referral: A referral by a Hospital is considered timely when made within sixty (60) minutes of determination that a patient meets clinical triggers for imminent death as described in Section 1.1 above.

Section 2: Responsibilities of Hospital

2.1 Make a timely referral of all patients meeting clinical triggers for imminent death using the toll-free referral number (800) 241-4483;

2.2 Grant to LifeShare the exclusive right to coordinate organ donation for deaths referred during the term of this Agreement;

2.3 Provide initial information to allow LifeShare to screen patients for medical suitability for organ donation;

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2.4 Work collaboratively with LifeShare in assuring all appropriate Hospital staff participate in training provided or approved by LifeShare on organ donation;

2.5 Allow LifeShare to have the responsibility to verify that employees and physicians functioning in roles for the purpose of organ recovery are qualified and have the appropriate licensure and credentialing as defined in paragraph 3.9 below;

2.6 Allow LifeShare to serve as and not interfere with LifeShare in serving as the designated requester for organ donation, recognizing and acknowledging that LifeShare staff are the only personnel trained according to CMS regulation to approach families of medically suitable patients regarding the option of organ donation and that Hospital's staff will not be trained or designated as requestors;

2.7 In cooperation with LifeShare protect the rights of every individual having made an anatomical gift through first person authorization (a right protected by state law: "...in the absence of an express, contrary indication by the donor, a person other than the donor is barred from making, amending, or revoking an anatomical gift of a donor's body or part...") by honoring the deceased's first person authorization to donate in every case where said authorization is appropriately documented through a state or national donor registry;

2.8 In cooperation with LifeShare, protect the right of the legal next of kin to make or decline to make an anatomical gift in the absence of a first person authorization to make or decline to make an anatomical gift;

2.9 In keeping with patient or family wishes, require that reasonable efforts be made to maintain physiological support and management of organ viability for a patient who is brain dead or for whom brain-death is considered imminent, to allow evaluation for organ donation;

2.10 Allow LifeShare staff full access (i.e., 24/7/365) to all medical records including the Electronic Medical Record ("**EMR**") for evaluation of medical suitability and to order any lab tests or diagnostic procedures on patients who are authorized donors;

2.11 Encourage discretion and sensitivity with respect to the circumstances, views and beliefs of the families of potential donors;

2.12 Make medical records of deceased patients available electronically and remotely, when possible, for death record review as required by Centers for Medicare and Medicaid Services ("**CMS**") and the Organ Procurement and Transplant Network ("**OPTN**");

2.13 Ensure Hospital has a Donation after Circulatory Death Policy ("**DCD**") or a transfer policy to a facility that supports DCD, and permit LifeShare to perform evaluations of patients for DCD in collaboration with Hospital healthcare team;

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2.14 Assure that Hospital and nursing service policies for organ donation are current and available to Hospital staff and LifeShare personnel and notify LifeShare of any change in credentials of any Hospital organ recovery surgeon or other recovery personnel from the hospital routinely recovering organs for LifeShare;

2.15 Provide LifeShare access to all Hospital testing services (e.g., laboratory and radiology) and ensure Hospital's operating rooms and anesthesia services are made available 24/7/365 on a priority basis when organ recovery is planned;

2.16 Work cooperatively with, and actively participate in, LifeShare's comprehensive QAPI program related to donor referral/recovery, including facilitating follow-up on occurrences identified and tracked by the LifeShare and Hospital's QAPI programs; and,

2.17 In the event of a natural or man-made disaster in the Hospital's service area, Hospital shall, to the best of its ability under such circumstances, notify LifeShare of Hospital's status and provide LifeShare with continued access to referral sources and appropriate contacts at Hospital.

Section 3: Responsibilities of LifeShare

3.1 In consultation with LifeShare's Medical Director(s) determine medical suitability of potential donors for organ donation;

3.2 Work collaboratively with Hospital by providing programming and resource materials to educate members of Hospital staff regarding organ donation, including DCD donation protocols, and provide orientation training for new Hospital staff, as well as on-going training to current Hospital staff;

3.3 Make available to Hospital the services of appropriately trained LifeShare staff for timely communication and prompt response by LifeShare on a 24/7/365 basis;

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3.4 Ensure that a member of LifeShare staff will be available, with respect for family wishes, to discuss all options for donation of organs with the legal next-of-kin (“**NOK**”) in a sensitive, caring, and informative manner, to answer all questions the NOK may have, and when appropriate assure appropriate documentation of the NOK’s authorization of donation. In cases of first person authorization, ensure that LifeShare’s staff will verify the first person authorization by accessing the appropriate donor registry, will inform the NOK of the donor’s pre-existing authorization for donation, and in a sensitive, caring, and informative manner discuss the process with the NOK, including answering questions the NOK may have;

3.5 Provide, upon request, sample protocols for organ donation including DCD;

3.6 Meet all legal requirements regarding the use and disclosure of confidential patient information (“**HIPAA**”), including adherence to the HI TECH ACT of 2013, which addresses patient data security;

3.7 Following declaration of brain-death, LifeShare staff will oversee medical management of the potential organ donor, coordinate the allocation of organs through the UNOS DonorNet system, and coordinate the retrieval of suitable organs;

3.8 For DCD donation, LifeShare staff, working with the LifeShare Medical Director, shall determine whether the patient has the medical potential to become a candidate for DCD. If the patient is deemed a candidate, LifeShare will present the option of donation to the family, as applicable. Upon obtaining authorization for DCD, LifeShare will notify Hospital staff. Hospital staff and physicians then are responsible for the withdrawal of care, comfort care, and pronouncement of death per hospital policy and with no involvement from LifeShare staff or transplant surgeons. Following asystole, the attending physician or his/her designee, pronounces the patient dead and the organ recovery team enters to coordinate the retrieval of suitable organs;

3.9 Ensure employees and physicians functioning in roles for the purpose of organ recovery are qualified and have the appropriate licensure, competency, and the proper composition and credentials in the recovery teams;

3.10 Ensure organ recovery services are in compliance with all applicable standards, rules and regulations and provide these services with discretion, sensitivity, and respect for the views and beliefs of the families of potential donors;

3.11 Notify Hospital of any LifeShare policy changes that affect recovery, perfusion or transport and provide timely communication and prompt response on a 24x7 basis;

3.12 Provide to Hospital administration a summary of deaths referred to LifeShare’s toll-free referral number, 800-241-4483 and the number of referrals that result in anatomical donation;

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3.13 LifeShare will provide data reports on referral/conversion rate/timeliness of referral/donor activity with trends on a monthly, quarterly, or annual basis with frequency dependent upon volume of referrals (the more referrals, the more frequent the reporting). These reports will include reports/data generated by the LifeShare QAPI process;

3.14 Upon pronouncement of death and authorization for organ donation, LifeShare will assume and pay the donor evaluation, maintenance and surgical recovery costs associated with donor organs based on the Hospital's CMS-determined Cost-to-Charge Ratio ("**CCR**") and Hospital shall send invoices to LifeShare calculated based on the Hospital's CMS-determined CCR;

3.15 LifeShare will cooperate with Hospital's designated tissue and eye/cornea bank to facilitate tissue and ocular donation;

3.16 LifeShare will cooperate with the Oklahoma State Medical Examiner's Office to assure appropriate release for donation is obtained in cases where medicolegal investigation is to occur;

3.17 If pharmaceuticals are not readily available at Hospital, LifeShare shall provide those necessary for donor support;

3.18 LifeShare will ensure that proper documentation is prepared for the transplant program regarding the recovered organ(s) including blood type and other identifying information; and,

3.19 In the event of a natural or man-made disaster in the Hospital's service area, LifeShare shall, to the best of its abilities under such circumstances, do as follows: i) provide notification to the Hospital of the status of the donor referral and recovery process and ii) provide donor referral services for screening and evaluation; including a) laboratory testing for infectious diseases and HLA, b) donor management as part of continued organ and tissue recovery services, c) adequate protection of potential donor PHI, d) resources for patient triage and care, and e) any other services that LifeShare can provide to serve the community. In the event of a natural or man-made disaster affecting LifeShare's corporate office functions and operations, LifeShare shall communicate with Hospital regarding the procedure LifeShare has adapted to deal with the impact such disaster has had on LifeShare's functions and operations and shall update Hospital as any of such disaster-response procedures are adjusted.

Section 4: Term and Termination

4.1 This Agreement shall become effective as of the Effective Date set forth above and shall remain in effect until December 31, 2027 (the "**Initial Term**"), unless terminated as provided herein. Either party may terminate this Agreement at the end of the Initial Term by providing written notice of its intent to terminate to the other party within ninety (90) days of the expiration of the Initial Term.

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4.2 Unless either party hereto provides the other party written notice of its intent to terminate this Agreement ninety (90) days prior to expiration of the Initial Term, this Agreement shall automatically renew for an additional three (3) year term (the “**Renewal Term**”).

4.3 If at any time during the Initial Term or Renewal Term of this Agreement LifeShare fails to meet federal requirements as an OPO, Hospital shall have the right to terminate this Agreement at that time.

4.4 If at any time during the Initial Term or Renewal Term of this Agreement Hospital loses its state license or is debarred as an eligible provider under any Federal Healthcare Program, LifeShare shall have the right to terminate this Agreement at that time.

Section 5: Indemnify and Hold Harmless

5.1 Hospital agrees to defend, hold harmless, and indemnify LifeShare, its directors, officers, employees, or agents against any legal liability with respect to bodily injury, death, and property damage arising from the negligence of Hospital, its directors, officers, employees, or agents during Hospital’s performance of its responsibilities under this Agreement.

5.2 LifeShare agrees to defend, hold harmless, and indemnify Hospital, its directors, officers, employees or agents against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of LifeShare, its directors, officers, or employees or agents during LifeShare’s performance of its responsibilities under this Agreement.

Section 6: Insurance

6.1 LifeShare and Hospital shall maintain malpractice and general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate throughout the term of this Agreement. Upon reasonable request of either party, the other party shall furnish the requesting party proof of adequate insurance. Such insurance shall be obtained from a reputable insurance company authorized to sell insurance policies in the State of Oklahoma and be satisfactory to the other party.

Section 7: Force Majeure

7.1 Neither party shall be responsible to the other for nonperformance or delayed performance of the terms and conditions hereof due to acts of God, acts of government, wars, riots, accidents and transportation, fuel shortages, or other causes (except strikes), in the nature of force majeure which is beyond its control.

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Section 8: Independent Contractor

8.1 LifeShare is providing its services hereunder as an independent contractor. Nothing herein shall create any affiliation, partnership or joint venture between the parties hereto, or any employer/employee relationship. Neither is LifeShare, as an OPO, considered a Business Associate of Hospital as described in HIPAA.

Section 9: Notices

9.1 All notices and other communications provided for hereunder shall be in writing and shall be mailed by certified U.S. mail return receipt requested, by overnight delivery, or by hand delivery with a copy sent by electronic mail as follows:

If to Hospital: Name: _____ (Please print)
 Title: _____
 Hospital: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____
 Email: _____

If to LifeShare: Jeffrey P. Orlowski, President and CEO
 LifeShare Transplant Donor Services of Oklahoma, Inc.
 4705 NW Expressway
 Oklahoma City, Oklahoma 73132-5213
 Telephone: (405) 840-5551
 Email: LSHospitalDevelopment@lifeshareok.org

Section 10: Applicable Law

10.1 This Agreement shall be construed in accordance with the laws of the State of Oklahoma, without giving effect to any conflict of laws principles.

Section 11: Addenda

11.1 To the extent that the parties hereto agree to expand or modify the terms of this Agreement, the parties agree that they may from time to time enter into separate Addenda relating to this Agreement and expanding or modifying the terms of this Agreement. Any such Addenda relating to this Agreement will reference this Agreement and shall be made a part of this Agreement when fully executed by both parties hereto. Any such addenda so executed by the parties hereto shall specifically provide that the terms of this Agreement shall control if there is language that is in conflict in the Addenda.

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Section 12: Entire Agreement

12.1 This Agreement and any addenda hereto set forth the entire Agreement between the parties. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. The obligations in these provisions shall survive the termination or expiration of this Agreement for a period of one (1) year.

(Signatures on next page)

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

"HOSPITAL"

Mangum Regional Medical Center

By: _____
Name: Kelley Martinez, MSN, RN
Title: Hospital Administrator

Date: _____

"LIFESHARE"

LifeShare Transplant Donor Services of Oklahoma, Inc.

By: _____
Name: Jeffrey P. Orlowski
Title: President and Chief Executive Officer

Date: _____

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TISSUE RECOVERY AGREEMENT

This TISSUE RECOVERY AGREEMENT (this "Agreement") is made and entered into effective as of January 1, 2024 (the "**Effective Date**"), by and between Mangum Regional Medical Center with its principal place of business at 1 Wickersham Drive, Mangum, OK 73554, ("**Hospital**") and LifeShare Tissue Services, Inc., an Oklahoma not-for-profit corporation exempt from taxation under 501(c)(3) of the Internal Revenue Code, with its principal place of business at 4705 NW Expressway, Oklahoma City, Oklahoma 73132-5213, ("**LifeShare**"), with respect to the following circumstances:

WHEREAS, Hospital, being required by 42 CFR Part 482.45 (the "COP"), to have a written agreement with a tissue bank to cooperate in the retrieval, processing, preservation, storage, and distribution of tissue and that such written agreement does not interfere with the organ procurement process at Hospital;

WHEREAS, LifeShare is a tissue bank regulated by the Food and Drug Administration (the "**FDA**") and accredited by the American Association of Tissue Banks (the "**AATB**") that serves as an accredited Tissue Recovery Agency; and

WHEREAS, Hospital and LifeShare desire to enter into this Agreement to facilitate the procurement of tissues for transplantation and are committed to maximizing donation from suitable donors.

NOW THEREFORE, Hospital and LifeShare agree as follows:

Section 1: Definitions

1.1 Timely Referral: A referral by a Hospital is considered timely when made within sixty (60) minutes of following cardiac death.

1.2 Tissue: For purposes of this Agreement, the term "tissue" means bone, bone marrow, heart valves, skin, fascia, pericardium, nerve, tendon, cartilage, corneas/eyes, blood vessel and all other tissues as specified by applicable federal, state and local laws and/or regulations, and Joint Commission Standards or Det Norske Veritas Healthcare, Inc. ("**DNV**").

Section 2: Responsibilities of Hospital

2.1 Make a timely referral of all Hospital deaths using the toll-free referral number (800) 241-4483, with deaths that occur during transport from one hospital to another being reported by the receiving hospital;

2.2 Provide initial information to allow LifeShare to screen patients for medical suitability for tissue donation;

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2.3 Grant to LifeShare the exclusive right to coordinate tissue donation for deaths referred during the term of this Agreement;

2.4 Work collaboratively with LifeShare to assure that all appropriate Hospital staff participate in training provided or approved by LifeShare relating to tissue donation;

2.5 Allow LifeShare to serve as and not interfere with LifeShare in serving as the designated requester for tissue donation, recognizing and acknowledging that LifeShare staff are the only personnel trained according to the regulation of the Centers for Medicare and Medicaid Services ("**CMS**") and the FDA to approach families of medically suitable patients regarding the option of tissue donation and that Hospital's staff will not be trained or designated as requestors;

2.6 In cooperation with LifeShare protect the rights of every individual having made an anatomical gift through first person authorization (a right protected by state law: "...in the absence of an express, contrary indication by the donor, a person other than the donor is barred from making, amending, or revoking an anatomical gift of a donor's body or part...") by honoring the deceased's first person authorization to donate in every case where said authorization is appropriately documented through a state donor registry;

2.7 In cooperation with LifeShare, protect the right of the legal next of kin to make or decline to make an anatomical gift in the absence of a first person authorization to make or decline to make an anatomical gift;

2.8 Allow LifeShare staff full access (i.e., 24/7/365) to all medical records, including Electronic Medical Record ("**EMR**") for evaluation of medical suitability of potential donors;

2.9 Encourage discretion and sensitivity with respect to the circumstances, views and beliefs of the families of potential donors;

2.10 Make medical records of deceased patients available, electronically and remotely, when possible, for death record review as required by CMS, the FDA, the AATB, the Association of Organ Procurement Organizations (the "**AOPO**"), and United Network for Organ Sharing ("**UNOS**");

2.11 Assure that Hospital and nursing service policies for tissue donation are current and available to Hospital staff and LifeShare personnel;

2.12 Work cooperatively with, and actively participate in, LifeShare's comprehensive Quality Assurance and Performance Improvement (QAPI) program related to donor referral/recovery including facilitating follow-up on occurrences identified and tracked by the LifeShare and Hospital's QAPI programs; and,

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2.13 In the event of a natural or man-made disaster in the Hospital's service area, Hospital shall, to the best of its ability under such circumstances notify, LifeShare of Hospital's status and provide LifeShare with continued access to referral sources and appropriate contacts at Hospital.

Section 3: Responsibilities of LifeShare

3.1 In consultation with LifeShare's Medical Director(s) determine medical suitability of potential donors for tissue donation;

3.2 Work collaboratively with Hospital by providing programming and resource materials to educate members of Hospital's staff regarding tissue donation and provide orientation training for new Hospital staff as well as on-going training to current Hospital staff;

3.3 Make available to Hospital the services of appropriately trained LifeShare staff for timely communication and prompt response by LifeShare on a 24/7/365 basis; Ensure that a member of LifeShare's staff will be available, with respect for family wishes, to discuss all options for donation of tissue with the legal next-of-kin ("**NOK**") in a sensitive, caring, and informative manner, to answer all questions the NOK may have, and when appropriate assure appropriate documentation of the NOK's authorization of donation. In cases of first person authorization, LifeShare will verify the first person authorization by accessing the appropriate donor registry, will inform the NOK of the donor's pre-existing authorization for donation, and in a sensitive, caring, and informative manner discuss the process with the NOK including answering questions the NOK may have;

3.4 Meet all legal requirements regarding the use and disclosure of confidential patient information of the Health Insurance Portability and Accountability Act ("**HIPAA**"), including adherence to the HI TECH ACT of 2013, which addresses patient data security;

3.5 Ensure employees and physicians functioning in roles for the purpose of tissue recovery are qualified and have the appropriate licensure, competency, and the proper composition and credentials in the recovery teams;

3.6 Ensure tissue recovery services are in compliance with all applicable standards and rules and regulations, and provide these services with discretion, sensitivity, and respect for the views and beliefs of the families of potential donors;

3.7 Notify Hospital of any LifeShare policy changes that affect recovery, or transport and provide timely communication and prompt response on a 24x7 basis;

3.8 Provide to Hospital administration a summary of deaths referred to LifeShare's toll-free referral number, 800-241-4483 and the number of referrals that result in anatomical donation;

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3.9 Provide data reports on referral/conversion rate/timeliness of referral/donor activity with trends on a monthly, quarterly, or annual basis with frequency dependent upon volume of referrals (the more referrals, the more frequent the reporting). These reports will include reports/data generated by the LifeShare QAPI process;

3.10 Cooperate with the Hospital's designated eye/cornea bank to facilitate ocular donation;

3.11 Cooperate with the Oklahoma State Medical Examiner's Office to assure appropriate release for donation is obtained in cases where medicolegal investigation is to occur; and,

3.12 In the event of a natural or man-made disaster in the Hospital's service area, LifeShare shall, to the best of its abilities under such circumstances, do as follows: i) provide notification to the Hospital of the status of the donor referral and recovery process, and ii) provide donor referral services for screening and evaluation; including a) laboratory testing for infectious diseases and HLA, b) donor management as part of continued organ and tissue recovery services, c) adequate protection of potential donor PHI, d) resources for patient triage and care, and e) any other services that LifeShare can provide to serve the community. In the event of a natural or man-made disaster affecting LifeShare's corporate office functions and operations, LifeShare shall communicate with Hospital regarding the procedure LifeShare has adapted to deal with the impact such disaster has had on LifeShare's functions and operations and shall update Hospital as any of such disaster-response procedures are adjusted.

Section 4: Term and Termination

4.1 This Agreement shall become effective as of the Effective Date set forth above and shall remain in effect until December 31, 2027 (the "**Initial Term**"), unless terminated as provided herein. Either party may terminate this Agreement at the end of the Initial Term by providing written notice of its intent to terminate to the other party within ninety (90) days of the expiration of the Initial Term.

4.2 Unless either party hereto provides the other party written notice of its intent to terminate this Agreement ninety (90) days prior to expiration of the Initial Term, this Agreement shall automatically renew each year for an additional one (1) year term (the "**Renewal Term**").

4.3 If at any time during the Initial Term or Renewal Term of this Agreement LifeShare fails to meet federal requirements as a Tissue Bank, Hospital shall have the right to terminate this Agreement at that time.

4.4 If at any time during the Initial Term or Renewal Term of this Agreement Hospital loses its state license or is debarred as an eligible provider under any Federal Healthcare Program, LifeShare shall have the right to terminate this Agreement at that time.

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Section 5: Indemnify and Hold Harmless

5.1 Hospital agrees to defend, hold harmless, and indemnify LifeShare, its directors, officers, employees or agents against any legal liability with respect to bodily injury, death, and property damage arising from the negligence of Hospital, its directors, officers, employees or agents during Hospital's performance of its responsibilities under this Agreement.

5.2 LifeShare agrees to defend, hold harmless, and indemnify Hospital, its directors, officers, employees or agents against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of LifeShare, its directors, officers, or employees or agents during LifeShare's performance of its responsibilities under this Agreement.

Section 6: Insurance

6.1 LifeShare and Hospital shall maintain malpractice and general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate throughout the term of this Agreement. Upon reasonable request of either party, the other party shall furnish the requesting party proof of adequate insurance. Such insurance shall be obtained from a reputable insurance company authorized to sell insurance policies in the State of Oklahoma and be satisfactory to the other party.

Section 7: Force Majeure

7.1 Neither party shall be responsible to the other for nonperformance or delayed performance of the terms and conditions hereof due to acts of God, acts of government, wars, riots, accidents and transportation, fuel shortages, or other causes (except strikes), in the nature of force majeure which is beyond its control.

Section 8: Independent Contractor

8.1 LifeShare is providing its services hereunder as an independent contractor. Nothing herein shall create any affiliation, partnership or joint venture between the parties hereto, or any employer/employee relationship.

Section 9: Notices

9.1 All notices and other communications provided for hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or emailed to Hospital Development, with a copy sent promptly thereafter by U.S. mail, overnight delivery or hand delivery, as follows:

Confidential

If to Hospital: Name: _____ (Please print)
 Title: _____

 Telephone: _____
 Email: _____

If to LifeShare: Jeffrey P. Orlowski, President and CEO
 LifeShare Tissue Services, Inc.
 4705 NW Expressway
 Oklahoma City, Oklahoma 73132-5213
 Telephone: (405) 840-5551
 Email: LSHospitalDevelopment@lifeshareok.org

Section 10: Applicable Law

10.1 This Agreement shall be construed in accordance with the laws of the State of Oklahoma, without giving effect to any conflict of laws principles.

Section 11: Addenda

11.1 To the extent that the parties hereto agree to expand or modify the terms of this Agreement, the parties agree that they may from time to time enter into separate Addenda relating to this Agreement and expanding or modifying the terms of this Agreement. Any such Addenda relating to this Agreement will reference this Agreement and shall be made a part of this Agreement when fully executed by both parties hereto. Any such addenda so executed by the parties hereto shall specifically provide that the terms of this Agreement shall control if there is language that is in conflict in the Addenda.

Section 12: Entire Agreement

12.1 This Agreement and any addenda hereto set forth the entire Agreement between the parties. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. The obligations in these provisions shall survive the termination or expiration of this Agreement for a period of three (3) years.

(Signatures on next page)

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

"HOSPITAL"

Mangum Regional Medical Center

By: _____

Name: Kelley Martinez, MSN, RN

Title: Hospital Administrator

Date: _____

"LIFESHARE"

LifeShare Tissue Services, Inc.

By: _____

Name: Jeffrey P. Orlowski

Title: President and Chief Executive Officer

Date: _____

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