

**FIRST AMENDMENT
TO
ORGAN AND TISSUE RECOVERY AGREEMENT**

This FIRST AMENDMENT TO THE ORGAN AND TISSUE RECOVERY AGREEMENT (this "**First Amendment**") is made and entered on the 24th day of June, 2022 ("**Execution Date**") to be effective for all purposes as of February 22, 2022 (the "**Effective Date**"), between Mangum Regional Medical Center with its principal place of business at PO Box 280, Mangum, OK 73554-0280 ("**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, Hospital, being required by 42 CFR Part 482.45 to notify an organ procurement organization 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, 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 and LifeShare, entered into that certain Organ and Tissue Recovery Agreement effective as of January 1, 2021 (the "**Original Agreement**") to facilitate the procurement of organs and tissues for transplantation,

WHEREAS, the Fiscal Year 2022 Inpatient Prospective Payment Systems ("**IPPS**") Final Rule, promulgated by the Center for Medicare and Medicaid Services ("**CMS**") at 86 FR 73416, which was published December 27, 2021 and was effective February 25, 2022, provides that an OPO, such as LifeShare, will only be allowed to accept invoices from Hospital for donor evaluation and recovery-related charges based on the Hospital's CMS-determined Cost-to-Charge Ratio ("**CCR**");

WHEREAS, LifeShare and Hospital agree to amend Section 3.14 of the Original Agreement to comply with the Fiscal Year 2022 IPPS effective as of the February 25, 2022 effective date thereof;

WHEREAS, Capitalized terms used in this First Amendment without further definition have the meanings ascribed to them in the Original Agreement.

NOW, THEREFORE, in consideration of the recitals stated above and the benefit to be derived from the mutual observance of the covenants contained herein, the parties agree as follows:

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1. Section 3.14. Section 3.14 of the Original Agreement is amended and restated in its entirety to read as follows:

3.14 Upon pronouncement of death and consent for organ donation. LifeShare will assume and pay the donor evaluation, maintenance and surgical recovery costs associated with donor organs and tissues based on the Hospital's CMS-determined CCR and Hospital shall send invoices to LifeShare calculated based on the Hospital's CMS-determined CCR.

2. Effective Date. This First Amendment and all the changes set forth herein shall be effective as of the Effective Date set forth above and shall be applicable to all the invoices from the Hospital to LifeShare after the Effective Date.

3. No Other Amendments. Except as provided in this First Amendment, all other provisions of the Original Agreement shall continue in full force and effect unless and until amended pursuant to the Original Agreement.

(Signatures on next page)

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized officers as of the Execution Date.

"HOSPITAL"

Mangum Regional Medical Center

By: _____

Name: _____

Title: _____

Date: _____

"LIFESHARE"

LifeShare Transplant Donor Services of Oklahoma, Inc.

By: _____

Name: Jeffrey P. Orłowski

Title: President and Chief Executive Officer

Date: _____

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