

TISSUE RECOVERY FACILITY USE AGREEMENT

This Tissue Recovery Facility Use Agreement ("Agreement") is entered into as of _____ 2020 ("Effective Date") by and between the University of Alabama Health Services Foundation P.C., DBA Legacy of Hope ("LoH") with an address of 502 20th Street South, Birmingham, Alabama 35233 and Baldwin County Coroner's Office ("Establishment") located at 18126 B, County Road 54, Robertsdale, Alabama 36567.

WHEREAS, LoH is the designated organ procurement organization for the State of Alabama for deceased donor organs and tissues such as bone and supporting structures, skin, vessels, and heart valves, but excluding eyes;

WHEREAS, in Baldwin County, Alabama, ESTABLISHMENT is responsible for determining the cause of a person's death, determining the time of death, notifying the next of kin and completing a death certificate and disposition of human remains;

WHEREAS ESTABLISHMENT and LoH are jointly concerned with and desirous of establishing a procedure to provide for the procurement and disposition of deceased tissues (such as bone, skin, vessels, and heart valves, but excluding eyes) through the recovery of tissues for use in human tissue transplantation and research; and

WHEREAS ESTABLISHMENT and LoH desire to enter into a Tissue Recovery Facility Use Agreement establishing such a procedure.

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

1. LoH Obligations: LoH agrees that it shall:
 - a. surgically recover human tissue from medically suitable donors for transplant and research at ESTABLISHMENT's facility;
 - b. obtain authorization for donation from the legally authorizing person in accordance with the Alabama's Uniform Anatomical Gift Act (UAGA), or shall have in its possession a copy of the Document of Gift executed by the deceased through a Donor Registry or other such Will as required by Alabama's UAGA. LoH shall provide ESTABLISHMENT with a copy of the donation authorization document upon request;
 - c. abide by local ESTABLISHMENT policies and obtain appropriate approvals on cases falling under Coroner/Medical Examiner jurisdiction. In the event LoH identifies any evidence of interest to the Coroner/Medical Examiner, LOH shall cease work and contact ESTABLISHMENT immediately for further instructions prior to continuing or commencing tissue recovery;

- d. use its best efforts to recover tissue and reconstruct the donor to as normal a physical appearance as possible in order to preserve the dignity of the donor and facilitate post-recovery preparation of the body for funeral services. As a matter of policy, LoH will replace recovered bones with prosthetics that are cremation friendly;
- e. comply with ESTABLISHMENT requests for specimens, images, or any other recovery instruction or limitation on cases under ESTABLISHMENT jurisdiction; and advise ESTABLISHMENT if LOH is unable to comply with any such requests;
- f. ensure the location used by LoH staff to perform tissue recovery is properly cleaned and sanitized, and left in an orderly manner after recovery is complete and in accordance with ESTABLISHMENT policy and procedure;
- g. coordinate, at its discretion, environmental monitoring of the facility for presence of microorganisms;
- h. provide twenty-four hour availability of technical support which will include personnel to travel to the ESTABLISHMENT facility to: obtain necessary and pertinent clinical information to determine tissue donor suitability; conduct tissue excision; provide necessary supplies; assume immediate responsibility for the excised organs and tissues; and to obtain necessary and pertinent clinical information to determine acceptance for transplantation. LoH will provide its own supplies and not use ESTABLISHMENT supplies with the exception of red bag/Sharps handling services, which are reimbursed as a part of the facility use fee;
- i. coordinate transportation of donors to and from ESTABLISHMENT using transportation providers approved by ESTABLISHMENT;
- j. provide transportation of the excised organs and tissues from the donor Coroner/Medical Examiner facility to LoH for subsequent shipping to tissue processing organizations;
- k. leave, at the recovering facility, for cases under its jurisdiction, a copy of the authorization form and a form listing all tissues a specimens recovered by LoH during the recovery. LoH recovery staff will document any abnormalities identified during the recovery;
- l. ensure that LoH employees providing services under this agreement have undergone a reasonable background investigation and that they are suitable for work in and around a patient care environment. The following screening is conducted by the Human Resources Department of the University of Alabama Health Services Foundation:
 - Verify license, primary source, if applicable
 - Drug screen

- Criminal background check (National, Statewide, City)
 - FACIS level II
 - Social Security Trace (every state lived in)
 - Verification of (2) previous employers (Date of service/Title)
 - Credit check (if applicable for position)
- m. not employ, hire for employment or continue to employ any unauthorized alien. LOH represents and warrants that it is enrolled in the E-Verify program operated by the United States Department of Homeland Security prior to performing any work under the Agreement;
- n. ensure, as a condition of employment, that all employees participate and meet the standards of annual Corporate Compliance Training. All clinical staff members must meet all regulatory and competency testing requirements as set forth by the State and UAHSF guidelines. All employees must complete and submit an LOH Conflict of Interest Form annually;
- o. provide education to ESTABLISHMENT staff as requested to enhance awareness about the methods and benefits of tissue donation;
- p. conduct and operate in accordance with the professional and ethical standards of the medical profession in the community where the ESTABLISHMENT is located, and in compliance with all federal, state, and local statutes and regulations. Additionally review and comply with any relevant protocols as established by ESTABLISHMENT;
- q. reimburse ESTABLISHMENT for expenses incurred relating to the use of the ESTABLISHMENT facility to surgically recover the tissue. The agreed upon reimbursement fee schedule shall be as follows:
- a. **\$500.00** per multi-tissue recovery case
 - b. **\$250.00** per single tissue recovery case (Heart for Valve only recovery or Dermis Only cases).
 - c. **\$100.00** when LoH determines case becomes an on-site deferral

2. ESTABLISHMENT Obligations: ESTABLISHMENT agrees that it shall:

- a. allow access into ESTABLISHMENT 24/7/365 to qualified and approved mortuary transport companies and for the use of the refrigerated morgue for housing decedent;
- b. permit LoH to recover donated human tissue on its premises. Any tissue recovery performed pursuant to this Agreement shall be conducted exclusively by employees of LoH;
- c. provide LoH with a point of contact available to LoH at any time;

- d. maintain the ESTABLISHMENT in a good state of repair, in a clean, sanitary, and orderly manner, including adequate lighting, ventilation, plumbing, drainage, environmental controls, and washing and toilet facilities shall be provided. Maintain compliance with OSHA standards 29 CFR Part 1910 (applicable general industry standards), especially Part 1910.1030 Blood Borne Pathogens.

3. **LEGAL COMPLIANCE.** LoH agrees to comply with all applicable state, federal and local laws and regulations pertaining to the operation and performance of its services hereunder. LoH warrants that it is registered with the Food and Drug Administration (FDA) to recover human tissue; and that LoH will maintain current all such licensing, and registration.

4. **COMPLIANCE WITH ESTABLISHMENT POLICIES AND PROCEDURES.** LoH agrees to comply with ESTABLISHMENT'S policies and procedures. LoH further agrees to familiarize its personnel with these policies and procedures and to ensure that its personnel follow policies and procedures. ESTABLISHMENT reserves the right to revise and amend its policies and procedures by giving written notice to LoH.

5. **INSURANCE.** While this Agreement is in effect, LoH agrees to maintain the following insurance coverage: Comprehensive general liability insurance covering premises/operations and contractual liability in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limited Coverage).

6. **TERM AND TERMINATION.** This agreement shall be for an initial term of one year, beginning _____, 2020, and shall automatically renew for one year terms unless either party gives the other party ten (10) days prior written notice of its intent not to renew the Agreement. The agreement may be terminated by either party at any time with or without cause.

7. **INDEMNITY.** LoH agrees to indemnify, and hold harmless ESTABLISHMENT, its affiliates and their respective agents, employees, officers, and directors from any and all loss, damages, liability, or causes of action (including attorney's fees and expenses of litigation) arising from negligence or willful misconduct of LoH. ESTABLISHMENT will immediately notify LoH of any claim or potential claim, which may implicate LoH's duties under this agreement. LoH shall not be responsible for expenses or liability incurred by ESTABLISHMENT prior to such notification. LoH shall reimburse ESTABLISHMENT for any damage to tangible property to the extent that such damage was caused by the negligence of LoH in the recovery of tissue under this Agreement. In no event shall LoH be liable for any incidental, consequential, indirect, or special damages.

8. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between the parties and no amendment or modification of this Agreement shall be binding or valid unless expressed in writing and executed by all of the parties hereto. This Agreement shall be interpreted by and construed in accordance with the laws of the State of Alabama, with proper venue for any action arising under this Agreement lying in Baldwin County.

9. MODIFICATION OF AGREEMENT. This Agreement shall not be modified except by written agreement signed by both parties.

10. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

11. ASSIGNMENT: Neither party may assign this Agreement without the prior written consent of the other party.

12. HEADINGS. The paragraph headings on this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of the Agreement or its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

University of Alabama Health Services Foundation

By: _____

Name: Jason Daniel

Title: Vice President, UAHSF

Date: _____

ESTABLIMENT:

Baldwin County Coroner's Office

By: _____

Authorized Representative

Title: _____

Date: _____