

**Waukesha County Contract No.
For Tissue Donor Referrals
From the Waukesha County Medical Examiner**

THIS AGREEMENT is made and entered into this _____ day of _____, by and between WAUKESHA COUNTY, a municipal corporation with its principal offices at 515 W. Moreland Blvd, Waukesha, WI 53188, hereinafter referred to as the "COUNTY", and _____, with its principal offices at _____ hereinafter referred to as "CONTRACTOR".

WHEREAS having considered the CONTRACTOR's history, services, traditional referral patterns, geographic service area, and tissue distribution record; and

WHEREAS the CONTRACTOR represents itself as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract; and

WHEREAS the COUNTY hereby agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to use the Medical Examiner's facilities and perform the services hereinafter set forth, all in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Purpose of Agreement:** The purpose of this Contract is to state the terms and conditions under which CONTRACTOR will obtain and act upon tissue donor referrals from the Waukesha County Medical Examiner's Office and the Waukesha County Mental Health Center, as well as the terms under which CONTRACTOR will be allowed to use the Waukesha County Medical Examiner's Office facilities to facilitate recovery of human cadaveric tissue from cases referred by the Waukesha County Medical Examiner's Office and the Waukesha County Mental Health Center; as well as other Contractor Referred Cases as further defined herein. CONTRACTOR will have exclusive rights to donor referrals covered by this Contract and exclusive rights to use the Facilities for tissue recovery in County Referred Cases.

2. **Definitions:**

- A. Tissue shall mean musculoskeletal (bone, tendon, ligament), cardiovascular (heart valves, veins) and skin recovered from cadaver donors for the purposes of transplantation or research. Tissue does not include "vascularized organs" as defined in Wisconsin Statute Section 157.06(2)(zm) or eyes, and does not include blood unless the blood is donated for the purpose of research or education.
- B. ME shall mean the Waukesha County Medical Examiner.
- C. MHC shall mean the Waukesha County Mental Health Center.
- D. Supervisory Staff shall mean a minimum of one staff person from the ME's Office designated by the ME that will be present during the use of the Facilities by CONTRACTOR.
- E. Facilities shall mean the Waukesha County Medical Examiner's Office morgue facilities and the storage space within the ME's office designated as such by the ME for the use of the CONTRACTOR.
- F. County Referred Cases shall mean potential tissue donor cases where the decedent is within the custody of the ME or MHC and the decedent meet CONTRACTOR's criteria for tissue recovery. County Referred Cases exclude potential tissue donor cases that come to the ME

from a hospital or other agencies that have its own contract for tissue donor referrals with a tissue bank other than the CONTRACTOR, unless that tissue bank is unwilling to receive the tissue donation.

- G. Contractor Referred Cases shall mean tissue procurement referrals made to the CONTRACTOR by someone other than the ME or MHC.
3. **Term of Agreement:** This Contract will commence upon approval of the Waukesha County Board and will terminate at midnight, March 31, 2019.
4. **Responsibilities of Waukesha County:**
- A. The ME- will identify for the Organ Procurement Organization (hereinafter OPO) the tissue bank the COUNTY is working with, i.e., the CONTRACTOR. All County Referred Cases will be referred to the CONTRACTOR.
 - B. All deaths reported to the Waukesha County ME's Office not otherwise reported by another agency and meeting the CONTRACTOR's criteria for tissue recovery will be reported to the CONTRACTOR. CONTRACTOR may also receive referrals from other agencies.
 - C. The ME reserves the right to refer donors to other agencies when they do not meet the CONTRACTOR's criteria for tissue recovery.
 - D. The ME will not be responsible for any other services related to donor testing and screening.
 - E. Unless otherwise prohibited by law, if the ME has received medical records of potential donors, the ME shall make those records available to the CONTRACTOR for review and/or may provide copies to the CONTRACTOR at the then current rate as established in the COUNTY's annual budget process (for 2013 - .15/page). If the ME has not received medical records, the responsibility to obtain medical records will be borne by the CONTRACTOR.
 - F. The ME will provide CONTRACTOR with copies of autopsy or other reports relating to potential donors when they are available at the then current per copy rate.
 - G. Release of the decedent for off-site tissue recovery prior to the release of the body by the ME shall be at the sole discretion of the ME. In all cases where the ME has custody of a decedent where no evidence of an anatomical gift or of a refusal to make such a gift exists, unless there is an objection to tissue donation by a class or member of a class having priority as set forth in Wisconsin Statute Section 157.06(9), the ME may release the decedent for tissue recovery where such release will not inhibit a determination of the cause of death, provided that all the requirements of Wisconsin Statute Section 157.06(22m)(am) are satisfied. After release of the decedent by the ME, the CONTRACTOR may perform off-site or on-site tissue recovery.
 - H. The ME shall make the Facilities available to the CONTRACTOR upon request and at reasonable times as determined by the ME's Office for the purposes of on-site tissue recovery for all County Referred Cases and permitted Contractor Referred Cases. CONTRACTOR shall coordinate the use of the Facilities with the ME's Office. CONTRACTOR shall provide initial notice of possible donations and shall thereafter confirm the need for use of the Facilities after CONTRACTOR has confirmed that tissue recovery will take place and knows the desired time/day the recovery process will begin. The ME shall make reasonable efforts to accommodate CONTRACTOR's desired time/day provided that Supervisory Staff is available and other ME business permits.
 - I. The ME will make final decisions regarding whether potential donors satisfy CONTRACTOR's criteria for tissue recovery, the approval or rejection of particular donor cases, as well as the extent or limitations of such donations. After notifying CONTRACTOR, ME staff, in the ME's sole discretion, may withdraw a donor or tissue sample from procurement at any time. The ME

has the prior and exclusive right to any blood samples previously collected in the event there are insufficient samples available for ME testing requirements.

- J. The ME's Office will provide cleaning supplies and biohazard waste containers to the CONTRACTOR. The ME's Office will dispose of all biohazard waste material.
- K. The ME's Office shall provide Supervisory Staff for all of CONTRACTOR's on-site tissue recovery activities and will allow the use of the Facilities for a maximum of twenty-five (25) Contractor Referred Cases per Contract year provided that all other terms and conditions of this Contract are complied with. The ME may, in her sole discretion, permit CONTRACTOR to use the Facilities for on-site tissue recovery activities in excess of twenty-five (25) Contractor Referred Cases per Contract year.

5. Responsibilities of CONTRACTOR:

- A. Comply with all applicable laws and regulations regarding the proper recovery of human cadaveric tissue.
- B. Accept the Facilities on an "as is" basis.
- C. Provide all materials associated with tissue recovery including, but not limited to, instruments, equipment, supplies, testing solution and blood tubes for donor samples.
- D. Provide the criteria for tissue recovery to the ME whereby cadavers would not be accepted for tissue donation (age, etc.).
- E. Designate the staff person employed with the CONTRACTOR who will act as liaison to the ME's Office.
- F. Coordinate the referral/donation process with the ME's Office and comply with ME's staff direction regarding security, operational and communication protocols.
- G. Provide 24 hours/7 day a week availability to receive tissue donor referrals and respond to those referrals in a timely manner.
- H. Confer with the family of the potential donor to determine if the cadaver meets the initial recovery criteria.
- I. Complete all required documents, including any necessary authorizations and informed consent from family of potential donors to facilitate tissue donation.
- J. Provide a copy to the ME of a form signed by an authorized family member with specific tissue removal consent or evidence of a "Record of gift" within the meaning of Wisconsin Statute Section 157.06(2)(t). It is expressly understood that no procedures will be performed until such time as the ME has obtained all the necessary records/consent forms and has authorized pre-autopsy removal or has released the decedent.
- K. Obtain medical records that are not available from the ME's office or the MHC.
- L. Maintain appropriate custody of biological specimens and the chain of custody documentation for such specimens.
- M. Coordinate with ME's staff to ensure blood samples are available for testing.
- N. Perform all necessary screening and testing required, including obtaining blood samples, to determine if cadaver meets recovery criteria.

- O. Provide all necessary equipment, supplies (including protective equipment but excluding cleaning supplies) and personnel needed to provide services. Provide only qualified, trained personnel for tissue recovery.
- P. Maintain the cleanliness of the Facilities and its contents in accordance with all office standards after services are complete.
- Q. CONTRACTOR will package and/or box all biohazard waste materials in the containers provided by the ME's Office.
- R. CONTRACTOR assumes full liability for its employees, including any injuries received related to the recovery of tissue.
- S. CONTRACTOR assumes full liability for the recovery, handling or transplant of recovered tissue.
- T. The CONTRACTOR shall maintain the confidentiality of any information it obtains or has access to from the COUNTY in accordance with all applicable laws and shall honor all policies and procedures for safeguarding the confidentiality of such information. The CONTRACTOR shall not disclose any confidential business information of the COUNTY without the prior written consent of the COUNTY. CONTRACTOR acknowledges that any unauthorized disclosure of such information may result in either civil and/or criminal proceedings.
- U. CONTRACTOR recognizes that it is functioning in a medical legal environment and respects the security of the facility.
- V. CONTRACTOR will keep the morgue door closed out of respect to COUNTY employees who do not wish to be exposed to the details of the recovery process.
- W. CONTRACTOR agrees to promptly notify the ME's staff members to confirm whether or not Supervisory Staff is required for other cases using the method identified by the ME. Consistent failure to communicate in accordance with the ME's procedures when services are not needed may result in termination of this Contract.
- X. CONTRACTOR shall be accredited by the American Association of Tissue Banks or be audited at least once every 2 years by an organization that is accredited by the American Association of Tissue Banks.

6. Fee and Payment Schedule: Base Contract: COUNTY will submit an invoice to CONTRACTOR and CONTRACTOR will provide payment on a quarterly basis in the amount of fifteen thousand dollars (\$15,000) during the first year of this Contract. Quarterly payments will be due no later than the 15th day of the first month of each quarter.

For each Contract year thereafter, base contract pricing shall be adjusted upward in accordance with any increase in the Consumer Price Index, All Urban Consumers, Not Seasonally Adjusted, IL-IN-WI area for Medical Care, 12 month percent change from July to July. In the absence of an increase in the index, base contract pricing shall remain at the prior Contract year's pricing. Quarterly payments will continue to be due no later than the 15th day of the first month of each quarter during the term of this Contract.

Additional Fees: Additional fees for the use of the Facilities for each permitted Contractor Referred Cases in excess of twenty-five (25) per Contract year shall be invoiced at the rate of 1/50 of the then current annual base contract price and paid within thirty days after receipt of invoice

7. Insurance Requirements: The CONTRACTOR will, at all times during the term of this Contract, keep in force and effect insurance policies required by the Contract as noted below. Insurance certificates must be issued by a company or companies authorized to do business in

the State of Wisconsin and that are satisfactory to the COUNTY. Such insurance shall be primary. The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance issued and upon request, certified copies of the required insurance policies. The Certificate shall reference the Contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the Contract.

- A. Workers Compensation and Employers' Liability Insurance - Statutory workers compensation benefits and employers liability insurance with a limit of liability not less than \$100,000 each accident. CONTRACTOR shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- B. Commercial General Liability: Policy shall be written to provide coverage for, but not limited to, the following: (1) Premises and Operations, (2) Products and completed operations, (3) personal injury, (4) Blanket contractual coverage and (5) Independent contractors' coverage.

Limits of liability not less than: \$1,000,000 General aggregate; \$1,000,000 Products/Completed operations aggregate; \$1,000,000 Personal Injury; \$1,000,000 Each Occurrence. The COUNTY, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- C. Automobile Liability Insurance: Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.
- D. Workers Compensation Waiver of Subrogation: The COUNTY shall not be liable to CONTRACTOR or its employees for any injuries to CONTRACTOR's employees arising out of the performance of work under this Contract. CONTRACTOR and its workers compensation insurance carrier agree to waive any and all rights of recovery from the COUNTY for workers compensation claims made by its employees. The CONTRACTOR agrees that the indemnification and hold harmless provisions within this Contract extend to any claims brought by or on behalf of any employee of the CONTRACTOR.
- E. Errors or Omissions: Policy shall provide liability coverage for damages arising out of the negligent acts, errors, or omissions of the CONTRACTOR and its employees in the conduct of their work. Limits of liability not less than \$1,000,000 per occurrence/claim, \$1,000,000 aggregate.

8. Indemnification & Defense Of Suits: The CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.

9. Health & Safety Regulations: CONTRACTOR acknowledges that its services involve medical processes which include exposure to blood or other potentially infectious materials including, but not limited to, various bodily fluids, tissues and organs. Furthermore, the CONTRACTOR recognizes that there are hazards associated with such processes including, but not limited to, exposure to communicable diseases and blood borne pathogens such as acquired immune deficiency syndrome (AIDS), hepatitis A, B (HBV) and C, meningitis and others which could cause illness, injury or death. CONTRACTOR acknowledges that implementing certain universal precautions for which it is familiar with, such as the wearing of personal protection equipment, proper hand washing, and pre or post-exposure hepatitis vaccinations, can minimize such risks. CONTRACTOR agrees that it is solely responsible for the safety of its employees and shall comply with all state and federal regulations related to its tissue donor referral services including, but not limited to, all applicable OSHA safety regulations. The COUNTY hereby assumes no responsibility or liability therefore.

10. Disclaimer: The COUNTY makes no representations or assurances that the tissues recovered by CONTRACTOR are suitable for transplantation or other uses by CONTRACTOR.

11. **Exclusion of Damages:** The COUNTY shall not be liable to CONTRACTOR or any other person or entity for any damages related to tissue recovery, handling or transplant, whether caused by the negligence of the COUNTY or otherwise, even if CONTRACTOR has advised of the possibility of such damages. CONTRACTOR agrees to assume all responsibility therefore. The CONTRACTOR agrees that the indemnification and hold harmless provisions within this Contract extend to any claims brought by CONTRACTOR, its employees or any third party, whether in contract, tort, or otherwise.

12. **Records:** Records shall be maintained with respect to all matters covered by this Contract. Such records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law.

13. **Audits & Inspections:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR's custody or control.

CONTRACTOR shall provide COUNTY inspectors or auditor's access to all property, equipment and facilities in CONTRACTOR's custody or control. CONTRACTOR shall be expected to provide, at CONTRACTOR's expense, reasonable time by CONTRACTOR's personnel as may be required for COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws, shall be held as confidential and not disclosed to the public.

14. **Applicable Law:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits.

15. **Termination Of Contract For Cause:** If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section 23 and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR.

16. **Termination:** The COUNTY may terminate this Contract at any time for any reason by giving at least (30) thirty-days notice in writing to the CONTRACTOR. If the Contract is terminated as provided herein, the CONTRACTOR shall be entitled to an equitable adjustment. Said equitable adjustment shall include costs reasonably incurred by the CONTRACTOR in connection with such termination, but shall not include anticipated, but unearned profits.

17. **Changes:** The COUNTY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation (if any) which are mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.

18. **Waiver:** One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

19. Personnel:

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

20. Assignment: The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other matter manner), without the prior written consent of the COUNTY. Provided, however, that claims for money due or to become due the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institute without such approval. Notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

21. Conflict of Interest:

- A. **Interest in Contract.** No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- B. **Interest of Other Local Public Officials.** No member of the governing body of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees -** If CONTRACTOR is aware or becomes aware that any person described in Sections 21, A. and B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

22. Discrimination Prohibited: CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state, or use or nonuse of lawful products off the employer's premises during nonworking hours. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.

23. Notices: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

and to the COUNTY at:

Waukesha County Risk/Purchasing Division
Attention: Cindy Greco, Principal Buyer
515 W. Moreland Blvd., Room AC310
Waukesha, WI 53188

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

IN WITNESS WHEREOF, THE CONTRACTOR and THE COUNTY have caused this Contract to be executed for and on their respective behalf and of the dates hereinafter set forth.

<p style="text-align: center;">WAUKESHA COUNTY MANAGER OF RISK/PURCHASING</p> <hr/> <p style="text-align: center;">Laura Stauffer, CPCU, ARM</p> <p>Date: _____</p> <p>Distribution:</p> <p>Original – Risk/Purchasing Copy 1 – Contractor Copy 2 – Department</p>	<p>CONTRACTOR (To be signed by the person authorized to legally bind your firm to this contract.)</p> <p>Firm: _____</p> <p>Address: _____</p> <p>City/State: _____</p> <p>Zip Code: _____</p> <p>BY: _____ (Manual Signature Required)</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p>WITNESS:</p> <p>_____ (Manual Signature Required)</p> <p>Date: _____</p>
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