

**AMENDED AND RESTATED
TISSUE RECOVERY PROGRAM AGREEMENT**

This **AMENDED AND RESTATED TISSUE RECOVERY PROGRAM AGREEMENT** ("Agreement") is effective as of the 17th day of January, 2014 (the "Effective Date"), by and between **BloodCenter of Wisconsin, Inc.** d/b/a the Wisconsin Tissue Bank (hereinafter "WTB") and the **Milwaukee County Medical Examiner** ("Medical Examiner").

RECITALS

WHEREAS, WTB is engaged in the business of facilitating the donation of anatomical gifts and procuring tissues from cadaveric donors for transplantation and research; and

WHEREAS, WTB and Medical Examiner, in recognition of the need for and the benefits of tissue transplantation, implantation and research, are desirous of working together on the terms of this Agreement to promote human tissue donation and streamline the donation process; and

WHEREAS, after considering WTB's history, services, traditional referral patterns, geographic service area, and tissue distribution record, Medical Examiner and WTB entered into that certain Tissue Recovery Program Agreement, effective July 6, 2010, as amended by the First Amendment, effective September 1, 2011 (the "2010 Agreement")

WHEREAS, the parties mutually desire to amend and restate in their entirety the terms and conditions set forth in the 2010 Agreement by executing this Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RESPONSIBILITIES OF WTB.

1.1. Compliance with Laws. In the performance of its tasks under this Agreement, WTB will comply with applicable federal and state laws, Food and Drug Administration (FDA) regulations, and American Association of Tissue Bank (AATB) guidelines.

1.2. Accreditation. WTB will apply for and maintain its AATB accreditation status and will provide documentation of such accreditation as requested by Medical Examiner.

1.3. Compliance with Medical Examiner's Policies. WTB will adhere to Medical Examiner's administrative, medical and staff policies and work cooperatively with Medical Examiner's staff.

1.4. Coordination of Services. WTB will designate a coordinator to serve as a liaison to the Medical Examiner's Office and to be available to assist in tissue procurement policy and

procedure development, review, and implementation. The liaison will also provide on-going professional in-service education as it relates to aspects of tissue donation and transplantation and will coordinate the recovery of tissues with other procurement organizations including the Organ Procurement Organization and the Eye Bank.

1.5. Availability. WTB staff will be available for Medical Examiner's Office referrals and tissue recoveries 24 hours a day, 7 days a week. WTB staff will evaluate potential donors, offer to the decedent's legal next of kin the option of donation, obtain informed consent for donation, recover medically suitable tissues from donors, and answer questions raised by Medical Examiner's Office personnel.

1.6. Services. WTB will facilitate and coordinate the recovery of tissues by performing the following services:

1.6.1. Arrange for tissue donation in a manner which ensures that the needs of the family, Coroner, Medical Examiner, law enforcement and funeral home are met.

1.6.2. Schedule the tissue recovery if the recovery is to occur in the County morgue.

1.6.3. Provide staff, equipment and supplies needed for tissue recovery.

1.6.4. Provide documentation of the tissues recovered for filing in the donor's Medical Examiner record.

1.6.5. Reconstruct the donor to restore anatomical configuration.

1.6.6. Notify the designated County Medical Examiner staff of the completion of the tissue recovery.

1.6.7. Clean the recovery area.

1.6.8. Maintain the confidentiality of all information obtained during the evaluation and completion of the tissue donation.

1.6.9. Provide a comprehensive Donor Family/Bereavement follow-up program to Donor Families.

1.6.10. Provide follow-up with Medical Examiner's Office after each recovery.

1.6.11. Coordinate Donor Awareness/Recognition Programs in collaboration with Medical Examiner's Office.

2. RESPONSIBILITIES OF MEDICAL EXAMINER.

2.1. Notification of Deaths.

2.1.1. In-Hospital Deaths. In accordance with Wis. Stat. § 157.06(4r)(a)(1), if the death occurred in a hospital that has an agreement with WTB under 42 CPR 482.45(a)(2),

Medical Examiner will release the decedent for potential donation of tissue to the Wisconsin Tissue Bank. If the death occurred in a hospital that does not have an agreement with WTB, Medical Examiner will contact the hospital's contracted tissue bank.

2.1.2. Out-of-Hospital Deaths. Medical Examiner will establish a routine system for the reporting of deaths to WTB immediately following Medical Examiner's awareness of the death.

2.2. Access to Records. Medical Examiner will allow WTB access to investigator's reports, autopsy reports, medical records and all pertinent information necessary to ensure donor suitability.

2.3. Staff Education. Medical Examiner will cooperate with WTB to arrange and provide in-service education for Milwaukee County Medical Examiner's staff involved in tissue donor identification, routine death referral protocols, approaching families for consent and the recovery process.

2.4. Transportation. For purposes of tissue recovery, WTB and its agents may transport the donor to an appropriate tissue recovery facility. If such a transfer is indicated, the Medical Examiner agrees to cooperate with the transfer of the donor for tissue recovery.

2.5. Recordkeeping. Medical Examiner will maintain permanent records in accordance with Wis. Stat. § 157.06(4)(6).

2.6. Use of Tissue Recovery Space. In addition to tissue recovery cases referred by the Medical Examiner, WTB may from time-to-time transport tissue donors to the Medical Examiner's office for tissue recovery. Upon request, Medical Examiner agrees to provide WTB with a room suitable for tissue recovery at the Medical Examiner's office, 24 hours per day, 7 days per week.

3. REIMBURSEMENT.

Beginning September 1, 2014, and subject to the provisions below, WTB will pay Medical Examiner an annual fee of \$88,750.00 in exchange for the reservation and use of a room at the Medical Examiner's office for tissue recovery purposes from time-to-time. The parties hereto understand and agree that such space will not be devoted to use by WTB and may be used for other purposes. The annual fee is based upon an estimate of seventy-one (71) tissue recovery referrals from the Medical Examiner. However, there is no limit to the number of tissue recovery cases that WTB may transport to the Medical Examiner's office from time-to-time. The annual fee will be paid by WTB in equal monthly installments; provided however, that the monthly installments in the last quarter of each Term may be prorated to reflect a reduction in the anticipated seventy-one (71) tissue recovery cases referred by Medical Examiner.

4. TERM AND TERMINATION.

4.1. Term. This Agreement shall commence as of the Effective Date and continue until August 31, 2014 (the "Initial Term").

NOTE: THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL CLAUSE: After the conclusion of Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. The automatic renewal of this Agreement does not automatically trigger an increase in charges or fees.

Initial here: WTB Milwaukee County

4.2. Termination. Either party, at its option, reserves the right to terminate this Agreement, in whole or in part, for any or no reason, by giving the other party thirty (30) days prior written notice of such termination.

5. INDEMNIFICATION AND INSURANCE.

5.1. By Medical Examiner. Medical Examiner agrees to and hereby does indemnify, defend, and hold harmless WTB, its successors, subsidiaries, affiliated companies, and the directors, officers, servants, shareholders and employees of any of the foregoing, from and against any and all costs, expenses (by not any attorney fees), liabilities, claims, demands and causes of action which they, individually or collectively, may suffer as a result of the negligent acts or willful misconduct of Medical Examiner in the performance of its duties and obligations under this Agreement. Medical Examiner's liability shall be limited by Wis. Stat. § 345.03(3) for automobile and § 893.80(3) for general liability.

5.2. By WTB. WTB agrees to and hereby does indemnify, defend and hold harmless Medical Examiner, the County of Milwaukee and their respective officers, agents, employees and assigns from, and against any and all costs, expenses (but not any attorney fees), liabilities, claims, demands and causes of action which Medical Examiner, the County of Milwaukee and their respective officers, agents, and employees may suffer as a result of the negligent acts or willful misconduct of WTB in the performance of its duties and obligations under this Agreement.

5.3. Insurance. During the term of the Agreement, WTB shall (i) have and maintain general liability, commercial and professional liability, auto liability and workers compensation coverage in amounts of not less than \$1,000,000 (or as required by statute); and (ii) provide, or cause its insurance provider to provide a certificate of insurance naming (i) Milwaukee County as an additional insured under WTB's General Liability and Auto Liability policies, and

providing (ii) a waiver of subrogation is granted in favor of Milwaukee County with respect to WTB's Workers Compensation policy.

6. MISCELLANEOUS.

6.1. Amendment. This Agreement may not be modified, amended, or changed except in a writing signed by both parties.

6.2. Entire Agreement and Severability. This Agreement constitutes the entire agreement between WTB and Medical Examiner, and supercedes all prior and contemporaneous communications, including the 2010 Agreement, with respect to the Services and the other matters contemplated by this Agreement. If any provision of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or part, the other provisions shall remain in full force and effect.

6.3. Counterparts. This Agreement may be executed in counterparts, any one of which need not contain the signature of more than one party, but all of which, together, shall comprise one and the same agreement.

6.4. Assignment. Neither this Agreement nor any right or obligation arising hereunder may be assigned by any party hereto, in whole or in part, without the prior written consent of the other party hereto, provided that WTB may assign this Agreement in connection with a sale of all or substantially all of its business or assets or to an entity controlled by Blood Center of Wisconsin, Inc.

6.5. Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between WTB and Medical Examiner. In entering into this Agreement, and in acting in compliance herewith, WTB is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

6.6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin, without giving effect to the choice of law provisions thereof. The parties agree that jurisdiction and venue for any dispute shall be in the federal or state courts of Milwaukee County, Wisconsin and no party or person may object to personal jurisdiction in, or venue of such courts or assert that such courts are not a convenient forum.

6.7. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall either be personally delivered, sent by recognized overnight delivery carrier, or sent postage prepaid, by certified mail, return receipt requested, to the address of the parties indicated below or to such other address as either party shall designate by notice to the

other party. Such notice shall be effective when actually received, the day after it is sent by overnight carrier, or two (2) days after deposit in the U.S. Postal Service, whichever occurs first. Notices to the parties shall be addressed as follows:

If to Medical Examiner:
Milwaukee County Medical Examiner
933 West Highland Blvd
Milwaukee, WI 53207
Attn: Operations Manager

If to WTB:
Blood Center of Wisconsin, Inc.
638 N. 18th Street
Milwaukee, Wisconsin 53214
Attn: Corporate Counsel

with a copy to:
Wisconsin Tissue Bank
9000 West Chester St. Suite 250
Milwaukee, Wisconsin 53214

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Blood Center of Wisconsin, Inc.

X [Signature]

Tom Abshire, M.D.

Print Name

SVP - Medical Sciences Institute

Title

1-17-14

Date

APPROVED AS TO FORM
Office of Corporate Counsel

1-17-14
Date

[Initials]
Initials

Approved as to form and independent status:

Milwaukee County Medical Examiner

X [Signature]

BRIAN L. PETERSON M.D.

Print Name

CHIEF MEDICAL EXAMINER

Title

2-24-14

Date

X [Signature] 3/10/14

Chris Abele
County Executive

X [Signature] 3/2/14

Reviewed by: Scott Manske
Comptroller

By: [Signature] Date: 2/20/14
Corporation Counsel

By: [Signature] Date: 2/20/14
Risk Management