

Memorandum of Agreement Regarding Recovery of Anatomical Gifts (RCW 68.64.190)

THIS AGREEMENT is made and entered as of the ____ day of _____, 2025, by and among the Lewis County Coroner (“Coroner”) and Lions World Vision Institute, a Washington nonprofit corporation (“LWVI”). This Memorandum of Agreement (“MOA”) is effective as of the last date signed below and shall be valid through December 31, 2027.

WHEREAS, LWVI serves the state in two roles; 1) the non-profit eye procurement organization and 2) the communication center engaged in obtaining authorization and coordinating logistics for recovery of anatomical gifts meeting medical suitability criteria for two other non-profit tissue recovery agencies in Washington State;

WHEREAS, LWVI and Coroner recognize the importance of every community having access to programs enabling tissue and eye donation, recognize a shared understanding of the following responsibilities to provide comprehensive services for recovery of transplantable corneas and tissues from non-heart beating donors in complying with all applicable federal and state legislation, including the Conditions of Participation of Medical and Medicaid for Organ and Tissue Donation (CoP), 42 CFR Part 482 and the Washington Uniform Anatomical Gift Act (UAGA), especially RCW 68.64.190 regarding cooperation with such procurement organizations.

WHEREAS, “Eye” shall be defined as any or all tissue from the ocular region, including but not limited to the cornea and whole globe, and “Tissue” shall be defined as skin grafts, bones, fascia lata, cartilage, tendons, ligaments, heart valves, veins, nerves, cells for transplant (e.g. stems cells, islet cells) and any other human tissue.

NOW, THEREFORE, in consideration of the mutual undertaking and the terms and conditions set forth in this MOA, the parties agree as follows:

1.0 LWVI, shall be responsible for the following:

- 1.1 Receives notification of all hospital deaths, and may also be notified of non-hospital deaths through direct phone calls, electronic transmissions, shared data, or programs with national, state, County or local Public Safety Answering Point (PSAP) or other notification mechanisms.
- 1.2 Contacts Coroner to obtain investigation information including decedent identification, medical information and next-of-kin information to determine medical suitability for eye and/or tissue donation, to the extent allowed by law.
- 1.3 Provides a toll-free number and 24-hour assistance to Coroner for communication on potential eye and tissue donation cases.
- 1.4 Provides 24-hour service to obtain authorization for eye and tissue donation. Appropriate authorization as defined by state UAGA can be confirmed through an individual’s donor designation or by authorization from legal next-of-kin. LWVI is responsible for confirming that the legal next-of-kin has been contacted, has consented in writing, and proof has been provided to Coroner.
- 1.5 Exercises discretion and sensitivity to the circumstances, beliefs, and desires of the families of potential donors.
- 1.6 Determines final suitability of donor and coordinates recovery of eyes and tissues.

- 1.7 If another agency requests or arranges to transport the donor to or from the County's facility and such transport is approved by the Coroner, said other agency is responsible for the costs of the transportation.
- 1.8 Provide all supplies, equipment, and staff for eye tissue recovery to be performed at the Lewis County Coroner facility.
- 1.9 Reconstruct the donor's face to restore anatomic configuration upon the completion of Eye or Tissue recovery.
- 1.10 Notify Coroner personnel upon completion of donation recovery unless otherwise requested by Coroner.
- 1.11 Maintain the confidentiality of all donor information, including information contained in the donor's medical records, in accordance with applicable law.
- 1.12 Manage the recovery, processing, preservation, transportation, storage and distribution of eyes and ocular tissues recovered in accordance with all state and federal laws.
- 1.13 Train and maintain training and credentialing records of all recovery staff in accordance with industry standards and applicable state and federal laws. The Coroner and Lewis County are not responsible for the training or supervision of LWVI or their employees or agents.
- 1.14 Provide bereavement support and follow-up information to all donor families informing them of the outcomes of the donation, as appropriate and with proper authorizations, and respond to donor families' questions following donation.
- 1.15 Provide Coroner with a summary of potential donors who have been referred for donation evaluation.
- 1.16 On request, provide Coroner ocular photos of the eye open and closed prior to recovery on eye donors in the jurisdiction of Coroner.
- 1.17 On request, provide Coroner vitreous sample on recovered eye donors over which Coroner has jurisdiction.
- 1.18 Provide Coroner with an adequate supply of blood tubes needed for serology testing.
- 1.20 LWVI and any employees, agents, or contractors must cooperate fully with the Coroner and Lewis County to provide records that may be responsive to public record requests made to Lewis County. This includes but is not limited to internal LWVI emails that Lewis County deems potentially responsive to a request for public records.

2.0 Invoicing and payment

- 2.1 LWVI agrees to pay the fee of one hundred dollars (\$100.00) per cornea recovery donor at the Coroner's facility.
- 2.2 The Coroner shall submit an invoice by the 5th of every month for the previous month's charges.
- 2.3 LWVI shall submit the payment within thirty (30) days of receipt of the invoice.

3.0 The Coroner shall:

- 3.1 Provide LWVI with medical information, decedent identification and next-of-kin information, as allowed by law, to assist in timely determination of medical suitability for eye and tissue donation.
- 3.2 Provide LWVI preliminary and final autopsy results in recovered eye and tissue donor cases.

3.3 Provide LWVI, when possible, access to authorized donor within timeline appropriate to recover transplantable eyes and tissues.

4.0 General Provisions:

4.1 This MOA shall commence on the Effective Date and shall terminate as listed above, unless the parties agree in writing to an additional two (2) year term.

4.2 LWVI will maintain procedures outside of this MOA defining its working relationship with other donation agencies.

4.3 LWVI and affiliated organizations shall remain nonprofit organizations and are in no way employees or contractors of the Coroner or Lewis County.

4.4 The parties enter into this MOA with the intent of conducting their relationship in full compliance with applicable federal, state and local law and such law shall control in the event of any conflict with the provisions of this MOA.

4.5 Either party may terminate this MOA with or without cause by providing thirty (30) days written notice.

4.6 The parties agree they are bound by the terms of the MOA.

4.7 This instrument shall constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding.

4.8 If any term or condition of this MOA or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this MOA that can be given effect without the invalid term or condition. The terms, conditions, and warranties contained in this MOA that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this MOA shall so survive.

4.9 This MOA or any amendment to this MOA may be signed in any number of counterparts; each of which shall be considered an original, and all of which taken together shall constitute one MOA or amendment, as the case may be.

5.0 Dispute Resolution:

5.1 Any dispute, controversy, or claim arising out of this MOA, including any questions regarding its existence, enforceability, interpretation or validity, shall be resolved, if possible, by good faith discussions between the parties.

5.2 This MOA shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Washington.

5.3 The exclusive means of resolving any dispute, difference, or claim arising from either parties' performance of this MOA, if not resolved as in 5.1, shall be by filing suit under the venue, rules, and jurisdiction of the Lewis County Superior Court, unless the parties agree in writing to an alternative dispute resolution process.

6.0 Confidentiality

6.1 All decedent information hereunder is considered confidential, consistent with applicable federal and state law. LWVI shall maintain the confidentiality of any patient information disclosed by Coroner and shall disclose such information only as permitted by applicable federal and state law, with all required releases.

6.2 The parties acknowledge that LWVI is not acting as a business associate of County, as that term is defined in the Privacy Regulation promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules), 45 C.F.R. §160.103. LWVI will be obtaining individually identifiable health information from Coroner that has been obtained from hospitals and other healthcare providers to facilitate eye and tissue donation and transplants. Sharing individually identifiable health information for the purposes described in this MOA is permissible under the HIPAA Privacy Rule, 45 C.F.R. § 164.512(h), without authorization or a business associate agreement. The parties agree that any such information disclosed or shared between the parties shall be kept confidential and will not be disclosed except as necessary to carry out their duties under this MOA or as permitted or required by law, regulation or the policies of American Associates of Tissue Banks, or Eye Bank Associates of America.

7.0 Indemnification

7.1 To the fullest extent permitted by law, LWVI shall hold harmless, and indemnify Coroner, Lewis County and their officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reimbursement of reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this MOA, to the extent caused in whole or in part by negligence of LWVI or its agents or subconsultants in connection with their work under this contract. PROVIDED, that LWVI's obligation hereunder shall not extend to injury, sickness, death, or damage to the extent it is caused by or arising out of the sole negligence of Lewis County or its officers, officials, employees, or agents.

7.2 Lewis County shall hold harmless, indemnify and defend LWVI its officers, officials, employees, attorneys and agents, from and against any and all third-party claims actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, , to the extent caused in whole or in part by negligence of Lewis County or its agents in connection with their work under this MOA.

7.3 This indemnification obligation of LWVI shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and LWVI hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations are a material inducement for the Coroner and LWVI to enter into this MOA and have been mutually negotiated by the parties. The provisions of this section shall survive the termination of this MOA.

8.0 Insurance

8.1 LWVI shall obtain and maintain continuously the following insurance:

Workers Compensation: LWVI shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this MOA, workers compensation coverage shall be provided for all employees of LWVI and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this MOA. LWVI shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, LWVI waives all rights of subrogation against the Coroner for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If LWVI, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Coroner incurs fines or is required by law to provide benefits to or obtain coverage for such employees, LWVI shall indemnify the Coroner. Indemnity shall include all fines, payment of benefits to LWVI or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

8.2 Commercial General Liability and Employers Liability Insurance:

Prior to the use of Coroner's facility under this MOA, LWVI shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect LWVI from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this MOA by LWVI or by anyone directly employed by or contracting with LWVI. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Claim

The commercial general liability policy must contain an endorsement naming Lewis County and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that LWVI's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the Coroner and/or Lewis County.

LWVI must provide commercial general liability coverage that does not exclude activities to be performed in the Coroner's building or other Lewis County buildings as part of this MOA and that does not exclude liability for activities performed under this MOA. LWVI's commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

LWVI shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

8.3 Other Insurance Provisions

8.3.1 LWVI's commercial general liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Coroner or Lewis County's elected and appointed officers, officials, employees, or agents. LWVI's commercial general liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the Coroner shall be excess and not contributory to LWVI's insurance policies.

8.3.2 LWVI's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Coroner as an additional insured.

7.3.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Coroner or its officers, officials, employees, or agents.

7.3.4 LWVI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.3.5 The insurance limits mandated for any insurance coverage required by this MOA are not intended to be an indication of exposure nor are they limitations on indemnification. If LWVI maintains higher limits than the minimums required in this MOA, Lewis County shall be entitled to coverage for the higher limits maintained by LWVI.

8.3.6 LWVI shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this MOA shall be written on a - occurrence based Policy form.

8.3.7 LWVI hereby agrees to waive subrogation with respect to each insurance policy maintained under this MOA. When required by an insurer, or if a policy condition does not permit LWVI to enter into a pre-loss agreement to waive subrogation without an endorsement, then LWVI agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should LWVI enter into such a waiver of subrogation on a pre-loss basis.

8.4 Certification of Coverage and Acceptability of Insurers

8.4.1 All insurance required under this MOA shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Lewis County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

8.4.2 All insurance to be maintained by LWVI, other than Workers' Compensation, shall specifically name Lewis County as the certificate holder, and name Lewis County, its elected officials, employees, and volunteers as "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to Lewis County. Any insurance or self-insurance maintained by Lewis County and its elected or appointed officials, employees, and agents shall be excess of Lewis County's insurance and shall not contribute to it.

8.4.3 Certificates of Liability Insurance, with endorsements attached, must be provided to the Coroner's address listed below.

8.4.4 All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the Coroner's address listed below.

8.4.5 LWVI or its broker shall provide a copy of all insurance policies specified in this MOA upon request of the Lewis County Risk Manager to the following address: Lewis County Risk Manager, 351 NW North Street, Chehalis, WA, 98532.

9.0 Miscellaneous

9.1 This MOA may be amended only upon the written agreement of all parties.

9.2 Notice as contemplated by this MOA shall be in writing and given by personal delivery or certified mail-receipt requested and shall be effective when sent. In the alternative, the parties may agree in writing to accept notice via e-mail correspondence sent and received by the parties' designated representatives. All written notices shall be directed to the following parties:

LWVI: Lions World Vision Institute
1200 6th Ave. #300
Seattle, WA 98101

Coroner: Lewis County Coroner
585 NW Center Street
Chehalis, WA 98532

IN WITNESS WHEREOF, the parties hereto have entered into this MOA, which is executed as of the date of the final signature below.

Reviewed as to form

Jonathan Meyer, Lewis County Prosecutor

per Karin Phomma, Deputy Prosecutor
Date: _____, 2025.

Lewis County:
Warren McLeod, Lewis County Coroner

Date: _____, 2025.

LWVI:

Jason Woody CEO

Date: _____, 2025.