



I O W A
DONOR NETWORK

Main Office
550 Madison Avenue
North Liberty, IA
52317

Tele 319-665-3787
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Donor Referral Line
800-831-4131

Transforming
Lives

Regional Office
8191 Birchwood
Court, Suite A
Johnston, IA 50131

Tele 515-727-7897
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www.IowaDonorNetwork.org

www.IowaDonorRegistry.org



Mailed
Executed Copy
6/20/13
Jsb

June 3, 2013

Ms. Deborah Herzberg, RN, MS, FACHE, CEO
Davis County Hospital
507 N. Madison Street
Bloomfield, IA 52537

Dear Ms. Herzberg:

As you may know, Iowa Donor Network (IDN) is designated by Medicare to provide organ and tissue donation, education and recovery as well as eye donation referral service to your hospital. I am interested in renewing our service commitment to Davis County Hospital.

I have enclosed two updated, more descriptive service agreements. This agreement will now automatically renew at the end of four years, unless either of us requests a revision or update. I ask that you sign and keep one original document while returning the other to me in the enclosed, stamped envelope.

Ms. Herzberg, Iowa Donor Network is interested in meeting your hospital's organ, eye and tissue donation service needs. Please contact Kate Bengtson, your assigned IDN service representative to arrange policy updates and staff or physician education programs.

Please do not hesitate to contact me at (800) 831-4131 if you have any questions or concerns about this agreement renewal process or any other issue. In advance, I thank you for your assistance.

Sincerely,

Suzanne Conrad RN, MS, CPTC
Chief Executive Officer

Enclosure

**DONATION
AGREEMENT BETWEEN**

Davis County Hospital
AND

Iowa Donor Network

This Donation Agreement is entered into as of the last date signed (below) as between Iowa Donor Network, a corporation formed pursuant to §504A of the Code of Iowa, ("IDN"), and Davis County Hospital.

WHEREAS, Davis County Hospital wishes to provide its patients and/or families with the opportunity to consider organ and tissue donation to the extent that they are able; and

WHEREAS, IDN has agreed to assist Davis County Hospital by engaging in certain activities listed in Section I below; and

WHEREAS, IDN and Davis County Hospital desire to set forth the terms and conditions covering the activities performed as well as the obligations of each.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, IDN and Davis County Hospital agree as follows:

I. Iowa Donor Network ("IDN") agrees to:

1. Provide twenty-four hour availability of personnel qualified to evaluate potential organ, eye or tissue donors and to determine medical suitability for donation as well as serve as a resource for hospital staff relating to the donation process.
2. Provide assistance, whether on-site or over the phone, in obtaining full legal authorization for donation. IDN will serve as the hospital's designated requestor for donation. This service includes conducting a full donor medical and behavioral history screening by interviewing the potential donor's authorized representative, or individuals with knowledge of such medical and behavioral history. All interviews will be performed with respect and sensitivity. If available and known, the potential donor's primary care physician may be contacted if medical history questions require immediate resolution.
3. Provide on-site presence to answer questions and when indicated, inform family of donation options and obtain written consent from the authorized representative of potential organ donors.
4. Provide on-site medical management, donor maintenance and full coordination of surgical recovery of organs for transplantation or research as authorized. Arrange for off-site services, testing and evaluation needs which Davis County Hospital does not provide.

5. Accept full responsibility for recovery, packaging, preservation, transport and distribution of donated organs according to applicable federal guidelines established by the Organ Procurement and Transplantation Network (OPTN). This includes verification of donor ABO blood type and inclusion of all documentation about the recovered organs for the accepting transplant centers.
6. Provide copy of authorization for hospital chart and review authorization and medical and behavioral screening with hospital staff prior to recovery and will participate in hospital initiated "timeouts" while in the operating room.
7. Whether a donor or transplant hospital, send only qualified, trained individuals and supply licensing information as available, for physicians participating in the organ recovery procedure who are not staff at Davis County Hospital and thus exempt from hospital credentialing process.
8. Appropriately screen and refer all potential eye tissue donors to an eye recovery agency as designated by Davis County Hospital.
9. Appropriately screen and where indicated by authorization and medical suitability, recover musculoskeletal, skin and vascular tissue from donors. Where indicated, IDN ensures the proper, complete and thorough cleaning of the facilities once donor tissue recovery is complete.
10. Provide or arrange professional educational programming and training to Davis County Hospital personnel on organ and tissue donor criteria and nursing care of potential organ and tissue donors. When requested, IDN provides annual Certified Designated Requestor (CDR) training.
11. Provide, as indicated, an assessment of Davis County Hospital's organ and tissue donor service needs. Reports on organ and tissue donor referral activity from Davis County Hospital to IDN along with assessment results are provided as required by regulating and accrediting bodies.
12. Provide Davis County Hospital personnel assistance in establishing written policies and realistic procedures for identifying and referring potential organ and tissue donors. IDN notifies the organization of any policy changes that affect organ recovery, perfusion or transport.
13. Recognize that an individual has the right to indicate his/her wishes to donate organs and or tissues by completing a document of gift according to Iowa law. This decision, once documented and not changed by the donor, is irrevocable following the individual's death. If a document of gift exists, IDN discusses this decision with the authorized representative and provides information on the recovery of organs and/or tissues, whichever applies. If the authorized representative objects to the donation that has been authorized by the donor, IDN notifies hospital administration. Succeeding actions taken are solely pursuant to hospital administrative direction.

14. Provide Davis County Hospital personnel with written and/or in-person follow-up on the recipient results of donation. Donor and/or recipient identities are not disclosed in this communication.
15. Reimburse, in a timely manner, Davis County Hospital reasonable and customary costs incurred for organ donation, provided documentation is provided to the reasonable satisfaction of IDN. Reimbursement is contingent upon acceptance, by an IDN representative, of the patient as an organ donor. IDN's financial responsibility usually begins at the time of authorization for organ donation or IDN's recognition that a valid document of gift exists. Reimbursement includes reasonable and customary costs of post-death medical support (medications and procedures) and laboratory evaluation (for suitability and for post-death maintenance of donor), intensive care nursing and all operative procedures and personnel related to the surgical recovery of organs for transplantation. Reimbursement of all organ recovery costs is provided whether or not the organs are used for transplantation.
16. Reimburse, in a timely manner, standard fees to all private physicians that perform consultative or anesthesia services for the purposes of organ recovery and who are not otherwise compensated through Davis County Hospital as described above.
17. Reimburse, in a timely manner, a standard fee for the use of an operating room suite for deceased donor tissue recovery.
18. Maintain the confidentiality of all patient and Davis County Hospital identified records to the full extent required by law (i.e. donor screening, death record review).
19. Comply fully with federal and state laws applicable to organ procurement organizations and applicable to the transactions contemplated hereunder.
20. Determine where the recovery will take place. If transfer is desired, and where the authorized representative has agreed, IDN makes transfer arrangements and coordinates needs with the hospital staff.

II. Davis County Hospital agrees to:

1. Establish policies and procedures to identify and refer timely to IDN all deaths or imminent deaths in the hospital to include, persons declared "dead on arrival" to the emergency department. "Timely" and "Imminent" are defined by the hospital and OPO.
 - a. Timely notification is within 2-4 hours of "imminent death" as defined below, **and** within one hour after the cardiac death of a patient.
 - b. "Imminent death" is defined as a patient with severe, acute brain injury who meets the following clinical triggers:
 - i. Requires mechanical ventilation;
 - ii. Is in an intensive care unit (ICU) or emergency department; AND
 - iii. Exhibits clinical findings consistent with a Glasgow Coma Scale (GCS) of 5 or less or three or more brain stem reflexes are absent;
 - iv. MD/DO evaluation of brain death; or
 - v. MD/DO order to withdraw life-sustaining therapies, pursuant to the family's decision. (Including but not limited to anoxia, status post cardiac arrest or stroke).

- vi. IDN notification should occur within 2-4 hours of meeting the criteria for imminent death **and**
 - vii. Prior to withdrawal of any life sustaining therapies (i.e. medical or pharmacological support). (Timeliness should allow IDN to assess for suitability of donation before brain death is declared **and** before the option of organ donation is presented to the family).
2. Perform laboratory testing procedures under CLIA, CAP or equivalent certification guidelines and provide access to additional hospital services 24/7, including operating room, anesthesia, and radiological services.
 3. Establish policies and procedures to ensure potential donors are maintained in a manner that maintains the viability of organs or tissues.
 4. Establish policies and procedures to collaborate with IDN to facilitate Organ Donation after Cardiac Death (ODCD) including participation by attending physician in medical management of an authorized donor and declaration of death prior to donation.
 5. Establish policies and procedures to ensure the individual designated to initiate a request to the donor's authorized representative is an IDN representative who is recognized as the hospital's designated requestor or a designated requester where utilized. A "designated requester" is defined as a hospital designated individual who has completed a course offered or approved by IDN and designed in conjunction with the eye recovery agency as designated by Davis County Hospital.
 6. Assure that hospital staff, including patient care staff is trained on donation issues including: referral and authorization process, importance of discretion and sensitivity, transplantation, and donation, quality improvement activities and IDN's role.
 7. Where a valid document of gift exists, cooperate with IDN in fulfilling an individual's wish to be an organ, eye and/or tissue donor.
 8. Provide IDN personnel access (electronic or otherwise) to necessary medical records to validate an individual patient's suitability for organ, tissue and/or eye donation. Provide a hard copy of the donor medical record so IDN may send it along with an organ being taken to an out of state center.
 9. Provide to IDN an itemized accounting of the donor's entire bill upon proper authorization by the donor's personal representative or, authorized representative.
 10. Release IDN from any financial obligation to Davis County Hospital relating to charges and expenses for patient services, except for the payment of fees and expenses as described in this Agreement.
 11. Provide access to Davis County Hospital death logs and specific patient records (electronic or otherwise), as permitted by law, at least annually to evaluate the effectiveness of Davis County Hospital established and IDN supported policies and procedures to facilitate organ, tissue and eye donation.

12. Properly maintain and/or clean areas where the aseptic recovery of organ(s)/tissue(s) may take place (e.g. Operating rooms, procedure rooms and/or morgues) per hospital policies and procedures.
13. Decline from asking patients about their donation wishes upon admission or any other time during their stay and recording their response on any documents in the patient's record.

III. Both Iowa Donor Network and Davis County Hospital agree:

1. That each such party shall be insured for professional liability services and activities performed under this Agreement, which shall cover its directors, officers, employees and physicians providing services as described. Such obligation to maintain coverage shall survive the term of this Agreement and shall continue for so long as there exists professional liability exposure for incidents which occur during the term of this Agreement.
2. This Agreement shall be in effect from the last date signed below, and for a period of 4 (four) years thereafter (the "Initial Term"). Unless otherwise terminated as set forth below, this Agreement shall automatically renew for additional 1 (one) year terms (each a "Renewal Term"). This Agreement shall supersede and replace any and all agreements between IDN and Davis County Hospital or their predecessors related to the subject matter herein.
3. Notwithstanding the foregoing, this Agreement may be terminated by either party with or without cause after thirty (30) days written notice of intent to terminate to the other party via certified mail, return receipt requested.
4. All communications related to this Agreement shall be to the persons listed below or to such other person as the parties may specify in writing.

IDN:
Suzanne Conrad, RN, MS, CPTC
Chief Executive Officer
Iowa Donor Network

Davis County Hospital:

5. This Agreement shall be governed by the laws of the State of Iowa, with venue lying in Johnson County.

Deborah Herzberg
(Printed Name & Title of Hospital Representative)

Deborah Herzberg
(Signature of Hospital Representative)

6/19/13
(Date)

Suzanne Conrad
Suzanne Conrad
Chief Executive Officer
Iowa Donor Network

6-11-13
(Date)

GLOSSARY OF TERMS

- CAP** - College of American Pathologists
- CLIA** - Clinical Laboratory Improvement
- GCS** - Glasgow Coma Scale (the most widely used scoring system used in quantifying level of consciousness following traumatic brain injury)
- IDN** - Iowa Donor Network
- ILEB** - Iowa Lions Eye Bank
- OPO** - Organ Procurement Organization
- OPTN** - Organ Procurement & Transplantation Network (federal contract administered by HRSA/DHHS)