

ASSIGNMENT, ASSUMPTION, AND CONSENT

This Assignment, Assumption, and Consent ("Assignment") is entered into by and among, **Marion County**, as Administrative Coordinator of the District Five Medical Examiner's District ("DISTRICT 5"), **RTI Donor Services, Inc.**, 11621 Research Circle, Alachua, FL 32615, FEIN 59-3702014 ("ASSIGNOR"), and **Lions Eye Institute for Transplant and Research, Inc.**, 1410 North 21 Street, Tampa, FL 33605, FEIN 59-1458151 ("ASSIGNEE").

WHEREAS:

- A. COUNTY and ASSIGNOR entered into that certain AGREEMENT RELATING TO USE OF MEDICAL EXAMINER, DISTRICT 5 FACILITY FOR TISSUE PROCUREMENT, dated February 18, 2014, a copy attached hereto as Exhibit "A" and hereby incorporated as if fully set forth herein ("Agreement");
- B. ASSIGNOR desires to assign all of its rights, obligations and liabilities under the Agreement to ASSIGNEE;
- C. ASSIGNEE desires to accept and assume all of the rights, obligations and liabilities of ASSIGNOR under the Agreement; and
- D. DISTRICT 5 desires to consent to such assignment, acceptance and assumption.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

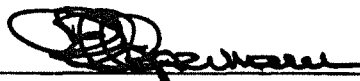
1. ASSIGNOR hereby assigns to ASSIGNEE and ASSIGNEE hereby accepts and assumes all of ASSIGNOR's rights, obligations and liabilities under the Agreement.
2. DISTRICT 5 hereby consents to the foregoing assignment and assumption of rights.
3. Paragraph 12(b) of the Agreement is hereby stricken in its entirety and replaced with the following so that all future notices and other communications to "Procuring Agency" shall now be sent as follows:
 - b) To Procuring Agency:
Jason K. Woody, President, CEO
Lions Eye Institute for Transplant and Research, Inc.
1410 North 21 Street
Tampa, FL 33605

4. All provision of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have entered into this Assignment as of the date of the last signature below.


ATTEST:

**MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA AS ADMINISTRATIVE
COORDINATOR OF DISTRICT FIVE**



DAVID R. ELLSPERMANN
CLERK OF COURT

DATE: JAN 16 2019

BY: 

MICHELLE STONE
CHAIRMAN

DATE: 1/15/19

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BCC APPROVED:
ACCEPTANCE DATE: 1/15/19



for MATTHEW MINTER
COUNTY ATTORNEY

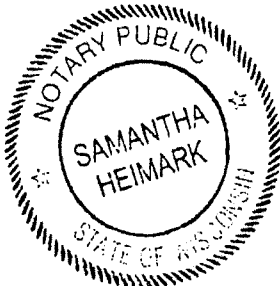
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RTI DONOR SERVICES, INC.

By: Brenda Knighton
Printed Name: ~~Oliver~~ MISA Brenda Knighton
Its: President Interim RTIDS Director
Date: 11/28/18

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Rock

The foregoing instrument was acknowledged before me this 28th day of November, 2018,
by Brenda Knighton as Interim RTIDS Director
of RTI Donor Services, Inc., a Delaware corporation.



Samantha Heimark
Notary Public, State of ~~Florida~~ Wisconsin

Name: Samantha Heimark
(Please print or type)

Commission Number:
Commission Expires: 8-20-21

Notary: Check one of the following:

☒ Personally known

OR ☒ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: WI DL

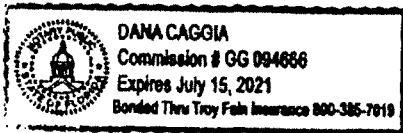
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LIONS EYE INSTITUTE FOR TRANSPLANT AND RESEARCH, INC.

By: [Signature]
Printed Name: Jason K. Woody
Its: President and CEO
Date: 11/14/2018

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14th day of November, 2018,
by Jason K. Woody as President and CEO
of Lions Eye Institute for Transplant and Research, Inc., a Florida corporation.



[Signature]
Notary Public, State of Florida

Name: Dana Caggia
(Please print or type)

Commission Number: 715121 66094666
Commission Expires:

Notary: Check one of the following:

☒ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: N/A

**AGREEMENT RELATING TO USE OF MEDICAL EXAMINER, DISTRICT 5
FACILITY FOR TISSUE PROCUREMENT**

This Agreement Relating to Use of the District Five Medical Examiner Facility for Tissue Procurement, hereinafter referred to as Agreement, is made and entered into by and between Marion County, As Administrative Coordinator Of The District Five Medical Examiner's District, and, RTI Donor Services, Inc., hereinafter referred to as Procuring Agency.

WITNESSETH:

WHEREAS, the District Five Medical Examiner was established by Chapter 406, Florida Statutes, and the Counties of Citrus, Hernando, Lake, Marion and Sumter have, pursuant to Chapter 163, Florida Statutes, Intergovernmental Programs, Part I. Miscellaneous Programs, entered into an Interlocal Agreement for the joint operation of the District Five Medical Examiner's Office in accordance with Chapter 406, Florida Statutes; and

WHEREAS, Marion County has been designated as the administrative coordinator of the District Five Medical Examiner by the governing board composed of five counties involved; and

WHEREAS, the governing board of the Medical Examiner District believes it is in the best interest of the citizens of the District, the State of Florida, and the United States to allow tissue banks to utilize the facilities of the Medical Examiner for the procurement and retrieval of Tissues from Donors under Medical Examiner jurisdiction for the purposes of transplant, research or teaching; and

WHEREAS, the Procuring Agency is duly licensed and certified to collect Tissue in the State of Florida; and

WHEREAS, the District Five Medical Examiner District desires to maximize tissue procurement by authorizing the Procuring Agency and Other Tissue Agencies to procure Tissues in an equitable manner; and

WHEREAS, the Procuring Agency will be entitled to utilize the District Five Medical Examiner's facility to procure Tissues from Donors under the Medical Examiner's jurisdiction in certain cases as specified in this agreement, and will work cooperatively with Other Tissue Agencies that are approved and recognized by the Medical Examiner from time to time.

NOW THEREFORE, in consideration of the premise and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties herby agree as follows:

Exhibit A

1. DEFINITIONS. As used in this Agreement, the following capitalized terms shall have respective meaning as follow:

After Hours shall mean all times other than Normal Business Hours (see below).

Agreement shall mean this Agreement Relating to Tissue Procurement and any written amendment hereto that hereafter shall be executed and delivered by the Parties.

Consent Giver shall mean, in those cases where Donation Consent for the procurement of Tissues from a Potential Donor is required, the person authorized by Sec 765.512, F.S. to consent to the donation of Tissue from such Potential Donor who may be:

- a) the Donor or surrogate designated by the Donor evidenced by an indication of desire to donate pursuant to Sec. 765.512(1)-(2) F.S., or
- b) in all other cases, a person entitled to give such consent under Sec. 765.512(3), F.S. who often shall be the Potential Donor's next of kin.

Cornea shall mean cornea Tissue of the eye procured from a Donor for transplant, research or teaching.

District shall mean District Five Medical Examiner covering Citrus, Hernando, Lake, Marion and Sumter Counties with Marion County serving as the administrative coordinator, pursuant to Interlocal agreement of the said counties.

Donation Consent shall mean any Consent Giver's consent required by applicable law and acquired by the Procuring Agency, Other Tissue Agency, Medical Examiner, or hospital administrator (pursuant to the required request provision of Sec. 765.522(1), F.S.) as a condition of procuring Tissue from a Potential Donor; provided, however, that in certain circumstances Donation Consent may not be obtainable prior to procurement of Corneas pursuant to Sec. 765.5185, F.S. Donation consent shall consist of informed consent wherein full disclosure is made to the Consent Giver of the tissues sought.

Donor shall mean any Potential Donor as to who a Donation Consent has been obtained or, in the case of Cornea procurement only, as to which a Donation Consent may not be obtainable.

F.S. shall mean Florida Statutes.

Medical Examiner shall mean Dr. Barbara C. Wolf, M.D. and/or Medicus Forensics, P.A. (d.b.a. District 5 Medical Examiner), acting pursuant to contract with the counties comprising the District Five Medical Examiner District.

Normal Business Hours shall mean the hours between 8:00 a.m. - 4:30 p.m. (local time) Monday through Friday. Also open 8:00 a.m. - 2:00 p.m. on weekends.

Party shall mean, without distinction, the current administrative coordinator for the District Five Medical Examiner Committee and Procuring Agency, and

Parties shall mean, collectively, the current administrative coordinator for the District Five Medical Examiner Committee and Procuring Agency.

Potential Donor shall mean any decedent within the Medical Examiner's jurisdiction from whom it may be possible to procure Tissue for transplantation, research or education.

Procuring Agency shall mean any tissue bank certified by the State of Florida as a tissue bank or eye bank, authorized to procure Tissue, and approved by Medical Examiner to Procure Tissue from Potential Donors.

Tissue shall mean ocular, orthopedic, cardiovascular, or other cadaveric tissues including Corneas.

2. CORNEA PROCUREMENT WITHOUT DONATION CONSENT. It shall be the general understanding that Corneas are to be procured from Donors whenever possible with Donation Consent duly obtained. To the extent permitted by applicable law, however, the following procedures may be followed for the procurement of Corneas without Donation Consent.

- a) Limited Use. The procedures for procurement of Corneas without Donation Consent shall be utilized only to the extent that the same are in full compliance with sections 406.11 and 765.5185 F.S. and only under the following conditions:
 - 1) the identity of the Potential Donor is unknown or cannot be confirmed in a timely manner, and
 - 2) good faith efforts have revealed that Consent Giver information is available, and
 - 3) no known objection to autopsy or donation has been discovered, and
 - 4) a medical examiner autopsy is anticipated.
- b) Request. Corneas to be procured under this section shall be procured only upon request of an eye bank authorized under Sec. 765.518, F.S.
- c) Designee. All procurement of Corneas shall be handled for Procuring Agency by a person with training in ophthalmologic techniques who shall be deemed the designee of the Medical Examiner as required by Sec. 765.5185(1), F.S.

- d) Consent. When Consent Giver information is available at the time of referral, the Procuring Agency shall seek Donation Consent for all tissues including Corneas.
- e) Suitability for Transplant. Procurement of Corneas shall be performed only on Donors who present as medically suitable for transplantation upon completion of a gross eye exam. If ocular pathologies that preclude transplant are found upon gross examination, Corneas shall not be procured.
- f) Research or Teaching Corneas. Corneas deemed unsuitable for transplantation under this section shall not be procured for research or teaching purposes as this would violate the provisions of section 765.5185(1) F.S.

3. PROVISIONS OF THE DISTRICT. The District 5 Medical Examiner District, without limiting the generality of the foregoing, hereby agrees to:

- a) Allow Procuring Agency use of the District's Medical Examiner Facility to procure tissue and/or corneas on selected cases and at the discretion of the Medical Examiner;
- b) Authorize the Medical Examiner to:
 - 1) Cooperate with Procuring Agency, its representatives, and agents to facilitate the procurement of Tissue from Potential Donors;
 - 2) To the extent permitted by law, provide access to medical history records, medical findings and other information to be utilized to ascertain the suitability of the Potential Donors for transplantation, research, or education;
 - 3) Make the Medical Examiner's facility available to the Procuring Agency for the purpose of procurement of Tissues under the provisions of this Agreement;
 - 4) Aid Procuring Agency, when needed, by providing appropriate body fluid specimens collected at autopsy for required testing to determine Tissue suitability for transplantation, research, or education; and
 - 5) To the extent permitted by law, provide access to autopsy and medical findings and other information to be utilized to ascertain the suitability of the tissue procured from Donors for subsequent transplantation, research, or education post procurement.

4. PROVISIONS OF THE PROCURING AGENCY.

- a) Standards for Performance; Compliance with Laws. All duties of the Procuring Agency under this agreement shall be performed in compliance with applicable law and all regulatory and accrediting agency standards that apply to Procuring Agency.
- b) Licenses, Inspections, and Insurance.
 - i. The Procuring Agency represents and warrants that it is duly certified and licensed as a tissue bank as evidenced by:
 - a) Certification by the American Association of Tissue Banks (#00182/2).

- b) Licensure by the State of Florida, Agency for Health Care Administration (Tissues - #211).
 - c) Compliance with all applicable Food and Drug Administration inspection standards, and
 - d) Proof of insurance.
- ii. Procuring Agency agrees that suspension, revocation, cancellation, expiration or other form of inactivation of any certification, license or insurance shall be reported within twenty-four (24) hours to Medical Examiner and such inactivation shall act as a bar to further referrals until said inactivation is lifted.
- c) Use and Disposal of Tissues. Procuring Agency shall use all Tissues obtained from Donor at the Medical Examiner's facility only for transplantation, research or education. Procuring Agency shall use its best efforts to make all Tissues obtained from said Donors available for medical community within the District. When disposal of Tissues is deemed necessary by Procuring Agency, Tissues shall be disposed of in accordance with the Florida Administrative Code.
- d) Confidentiality. Procuring Agency shall maintain the confidentiality of all medical records, autopsy finding, and test results of Tissue specimens obtained under this Agreement; provided, however, that the Procuring Agency shall be permitted to make such medical records, autopsy findings, and test results of Tissue specimens available to Medical Examiner, any Other Tissue Agency that is procuring or considering procuring Tissue from a Potential Donor, and any entity to which the procured tissues are transferred by the Procuring Agency for purposes of quality assurance and compliance with applicable statutes, regulations, or standards.
- e) Supplies and Care for Facilities. Procuring Agency shall maintain at its office complete records of all activities, referrals procurements, accounts, Donation Consents, and other Donor-related information. While this agreement is in effect such records shall be available for inspection by Medical Examiner upon reasonable request and at reasonable times during normal business hours.
- 5. FEES.** It shall be the general understanding that, pursuant to Chapter 11G-1,002(10)(d) Florida Administrative Code, Procuring Agency shall not provide employees or the salaries for any members of the Medical Examiner's Office. Procuring Agency shall, however, pay Marion County, on behalf of the District 5 Medical Examiner Committee, the following:
- a) Facility Use Fees.

- 1) One Hundred Seventy-Five dollars (\$175) for using the Medical Examiner Facility for procurement of Corneas.
 - 2) Seven Hundred Fifty dollars (\$750) for using the Medical Examiner Facility for procurement of tissue other than Corneas.
- b) Associated Costs. In addition to the fees referenced in paragraph a) of this section, Procuring Agency shall pay to Medical Examiner:
- 1) All costs associated with each cornea and/or tissue procurement including, but not limited to, bio hazard disposal.
6. **SCOPE OF AGREEMENT.** This Agreement incorporates, includes, and supersedes all prior negotiations, conversations, agreements or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement.
7. **MODIFICATION OF AGREEMENT.** Modification, amendment, or alteration of the terms and conditions of this Agreement shall be effective upon mutual acceptance of such modification, amendment, or alternation as set forth in a written instrument making specific reference to this Agreement and executed and delivered to the Parties with the same formality as this Agreement.
8. **NON-EXCLUSIVE AGREEMENT.** This Agreement is non-exclusive. Procuring Agency recognizes and agrees that the District 5 Medical Examiner District shall have the right to enter into agreements with other procurement organizations, tissue banks, or eye banks for similar purposes.
9. **INDEPENDENT CONTRACTOR.** Procuring Agency and the District 5 Medical Examiner District are, and at all times remain, independent contractors with respect to each other. Nothing contained herein shall be considered to create a joint venture, employer/employee, or principal/agent relationship between the Procuring Agency and the District 5 Medical Examiner District.
10. **RULES OF CONSTRUCTION.** The following rules of construction shall govern this Agreement.
- a) Section and subsection headings used in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or affect its provisions.
 - b) Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

- c) The Parties shall be deemed to have participated equally in the preparation of this Agreement, and this Agreement shall not be construed more strictly against one Party than against the other.

11. TERM AND TERMINATION. This Agreement shall commence on the date indicated on the signature page, regardless of the actual date on which each of the co-signers affixed their respective signatures, and end one year from the date.

- a) This Agreement shall automatically renew annually unless either Party shall give thirty (30) days prior written notice to the other Party of its intention not to renew.
- b) Either Party may terminate this agreement, without cause, by giving the other Party thirty (30) days prior written notice of its intention to terminate.
- c) If either Party shall be in material breach of its obligations under this Agreement, and if such Party shall fail to cure such breach within thirty (30) days after written notice of such breach from the other Party, then the non-breaching Party shall have the right to terminate this Agreement immediately by providing written Notice to the breaching Party.

12. NOTICES. All notices, demands, requests, or other writings required to be given, made or sent by one Party to the other in this Agreement shall be deemed to have been given, made or sent when in writing and addressed as follows:

- a) To the District Five Medical Examiner District:

Marion County Attorney
601 SE 25th Avenue
Ocala, Florida 34471

- b) To Procuring Agency:

Beverly Bliss, VP
RTI Donor Services, Inc.
11621 Research Circle
Alachua, FL 32615

With a copy to:

Legal Department
RTI Surgical, Inc.
11621 Research Circle
Alachua, FL 32615

- c) All notices, demands, requests, or other writings shall be considered properly given if:

- 1) Personally delivered,
- 2) Sent by certified United States mail, return receipt requested, or
- 3) Sent by Federal Express or other equivalent overnight letter delivery company

- d) The Parties shall be deemed to have participated equally in the preparation of this Agreement, and this Agreement shall not be constructed more strictly against one Party than against the other.

13. **SAVING CLAUSE.** The invalidity, unenforceability, the non-applicability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be constructed as if such invalid, unenforceable or non-applicable provisions were omitted.

14. **APPLICABLE LAW; VENUE.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida. All statutes and rules cited herein were current as of the date of execution. Subsequent renumbering of such statutes or rules shall not invalidate the sections in which they are referenced. Venue for any litigation, at law or equity, shall lie exclusively in the Circuit Court of Marion County, Florida.

15. **ATTORNEY'S FEES.** If any litigation or controversy arises out of or in connection with this Agreement between the Parties thereto, the prevailing Party in such litigation or controversy shall be entitled to recover from the other Party all reasonable attorney's fees, expenses, and suit costs, including those associated with any appellate or post-judgment collection proceeding.

16. **INDEMNIFICATION**

Facilities Use. In consideration of the fact that employees of Procuring Agency shall be entitled to use of Medical Examiner facilities for the purposes contemplated herein, Procuring Agency agrees that it shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the MEDICAL EXAMINER and Marion County from all suits, actions or claims of any character brought on account of:

- 1) any injuries or damages received or sustained by any employees of Procuring Agency or guest thereof,
- 2) any injuries or damages to property by or from the employee of Procuring Agency or guests thereof,
- 3) by, or in consequence of, any neglect in safeguarding the work performed by an employee of Procuring Agency or guests thereof,
- 4) any act or omission, neglect or misconduct of the employee of Procuring Agency or guests thereof,
- 5) any claim or amounts recovered under the "workers' Compensation Law" for any injuries or damages received or sustained by any employee of Procuring Agency, or

6) any other laws, by laws, ordinance, order or decree, related to actions of an employee of Procuring Agency.

7) except only such injury or damage as shall have been occasioned by the sole negligence of the MEDICAL EXAMINER.

Post-Procurement Civil Suit. In consideration of the fact that Tissues procured by Procuring Agency may be used for transplantation, research or teaching, and that Medical Examiner is totally removed from the ultimate use decision or procedures used by Procuring Agency to make such decision, and the fact that a civil suit could be filed by a party claiming tort or other relief, Procuring Agency agrees that it shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the MEDICAL EXAMINER and Marion County from all suits, actions or claims of any character brought on account of:

- i. unauthorized procurement of Tissue,
- ii. unauthorized placement of Tissue,
- iii. tortuous infliction of emotional harm related to the procurement or subsequent use of Tissue from the Donor in question made by Procuring Agency, or
- iv. any issue related to the procurement or subsequent use of Tissue from the Donor in question made by Procuring Agency.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made this Agreement on 18th day of
February, 2014

ATTEST:

MARION COUNTY, AS ADMINISTRATIVE
COORDINATOR OF THE DISTRICT FIVE MEDICAL
EXAMINER DISTRICT



DAVID R. ELLSPERMANN
CLERK OF COURT



CARL ZALAK, CHAIRMAN

Approved as to form and legality.



MATTHEW G. MINTER
MARION COUNTY ATTORNEY

PROCURING AGENCY
RTI DONOR SERVICES, INC.



ROGER W. ROSE, PRESIDENT



BEVERLY BLISS, VICE PRESIDENT

NOTARY CERTIFICATE - To be completed by Notary for RTI Donor Services, Inc.

STATE OF FLORIDA

COUNTY OF ALACHUA

Before me this day personally appeared: Roger Rose and Beverly Bliss respectively of RTI Donor Services, Inc. to me well known or produced identification _____ (type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as President and Vice President respectively of said corporation all by and with authority of the Board of Directors of said corporation.

Witness my hand seal this 21st day of January, 2014.

Signature of Notary  _____

Notary Stamp:

