ADDENDUM TO Wyoming Organ and Tissue Donation Coroner Protocol

Laramie County/Donor Alliance

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Donor Alliance, Inc., 200 Spruce Street, Suite 200, Denver, CO 80230 (hereinafter, "ALLIANCE").

I. PURPOSE

The purpose of this Addendum is to modify the agreement between COUNTY and ALLIANCE outlining organ and tissue donation protocol attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

V. ADDITIONAL PROVISIONS

- 1. <u>Entire Agreement:</u> The Agreement (14 pages) and Addendum (3 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- 2. <u>Assignment:</u> Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- 3. <u>Termination:</u> This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
- 4. <u>Invalidity:</u> If any provision of this Agréement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

- 5. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.
- 6. <u>Discrimination:</u> All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.
- 7. <u>ADA Compliance</u>: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- 8. <u>Indemnification:</u> Each Party to this Agreement and Addendum shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- 9. <u>Conflict of Interest:</u> COUNTY and ALLIANCE affirm, to their knowledge, no ALLIANCE employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of ALLIANCE shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- 10. <u>Notices:</u> All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- 11. <u>Addendum Controls:</u> Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.
- 12. <u>Compliance with Law:</u> The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

ADDENDUM TO Wyoming Organ and Tissue Donation Coroner Protocol

Laramie County/Donor Alliance

Signature Page

LARAMIE COUNTY, WYOMING	
By: Chairman, Laramie County Commissioners	Date
ATTEST:	
By: Laramie County Clerk	Date
Donor Alliance, Inc.:	
By:Authorized Signature	Date
By:	Date 3/14/22

Wyoming

Organ and Tissue Donation Coroner Protocol

W.S. 35-5-221 requires a Coroner and a Procurement Organization(s) to cooperate with each other to maximize the opportunity to recover anatomical gifts for the purpose of transplantation or therapy. Because time is of the essence with respect to anatomical gifts, careful, effective communication and strong advance and real time cooperation between the medical/legal and organ/tissue procurement organization(s) is essential to carry out the statutory policy and meet the needs of the community. This Protocol is designed to provide a standard process for the relevant organizations in furtherance of the statutory mandate, and shall serve as the agreement between the Coroner and the Procurement Organization(s) required under W.S. 35-5-222(f).

The Procurement Organization(s) are identified as Donor Alliance, Intermountain Donor Services and Utah Lions Eye Bank. Donor Alliance and Intermountain Donor Services recover hearts, lungs, livers, kidneys, pancreas and the small intestine, as well as bone/tissue, skin, veins, and heart valves. Utah Lions Eye Bank recovers corneas and whole eyes. This is an agreement between Donor Alliance, Intermountain Donor Services and Utah Lions Eye Bank.

The following protocols and procedures are to be utilized by the Procurement Organization(s) and the Coroner in all Coroner cases.

I. Authorization of an Anatomical Gift

- A. This Protocol serves, in part, to facilitate authorization for donation. Authorization of an anatomical gift shall be obtained in one of the following ways:
- B. The decedent is under the jurisdiction of the Coroner as defined in W.S. 7-4-104, and the coroner has not released the decedent's body for disposition.
- C. The decedent is listed in the Wyoming Donor Registry or otherwise as noted in W.S. 35-5-203, W.S. 35-5-206, W.S. 35-5-208, and W.S. 35-5-209.
- D. When the decedent is not listed in the Wyoming Donor Registry and has not provided other authorization of an anatomical gift, known contact information for the decedent's next of kin or other agent permitted under W.S. 35-5-209 to authorize the gift (all referred to in the Protocol as "Next-of-Kin") shall be provided to the Procurement Organization(s) by the hospital or Coroner, as applicable, consistent with W.S. 35-5-221 and W.S. 35-5-222, where upon the Procurement Organization(s) shall seek Authorization to the gift from such person.
- E. If these conditions are not met, the Coroner will not be requested to authorize release, and the remainder of this Protocol will not be implemented, except with respect to Article XIV-B.

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II. Notification of Death

- A. Where death occurs in a hospital, notice of death is reported by the hospital to the Coroner according to hospital policy. The hospital shall follow the policies and procedures under its agreement with the applicable Procurement Organization(s) regarding notification of a potential donor and Next of Kin contact information.
- B. Potential donor information may be offered by the Procurement Organization(s) to the Coroner prior to the death of the potential donor.
- C. In all cases where the coroner has jurisdiction as defined by W.S. 7-4-104, the Procurement Organization(s) will not attempt contact for authorization for donation from individuals as listed in W.S. 35-5-209, prior to obtaining verification that notification of the death to family or next of kin has been completed.

III. Release/Restrictions

- A. Within one hour or as soon as possible of notification of a potential donor death and authorization, the Coroner or his or her designee shall respond in a manner compatible with preservation of the gift and medicolegal investigation.
- B. The Coroner or his or her designee shall make the final decision for release within a reasonable timeframe that allows for donation of all appropriate organs and tissues.
- C. A Coroner's release may consist of:
 - 1. Release of all organs and tissues:
 - 2. Release of selected organs and/or tissues prior to autopsy:
 - 3. Release of selected tissues after autopsy; or
 - 4. Any combination thereof.
- D. If the Coroner or his or her designee denies or delays recovery, the Coroner or designee shall:
 - 1. State in a record the specific reasons for not allowing recovery of the part;
 - 2. Include the specific reasons in the records of the Coroner; and
 - 3. Upon request by a Procurement Organization(s), provide a record within two weeks of the date of the request with the specific reasons for not allowing recovery of the part.
- E. The Procurement Organization(s) shall call the Coroner's office in all cases where a known potential donor is under the Coroner's jurisdiction. The purpose of the call shall be to obtain/confirm release for recovery, inquire about any restrictions prior to the organ and/or tissue recovery, and provide any additional requested information. The Procurement

- Organization(s) will assure the Coroner that such requests can be fulfilled, negotiate mutually acceptable alternatives, or discontinue the organ and/or tissue recovery.
- F. If the Coroner allows the recovery, the Coroner's office will clarify and communicate any specific requests or restrictions required to protect the integrity of the medicolegal investigation.
- G. If he/she finds it appropriate, the Coroner may request photos of the organ or tissue as removed and may at his/her option attend and obtain photos, measurements, impressions, swabs, or other trace evidence collection as needed prior to or at the time of the procurement.
- H. Coroner kits will be supplied by the Procurement Organization(s) upon the request of the authorizing Coroner office. The kit shall be reviewed on an annual basis by members of the Procurement Organization(s) and the Wyoming Coroners to determine the appropriate contents of the kits. Contents of the kit are described in Article IX-B.
- I. Autopsy results will be provided to the Procurement Organization(s) within a reasonable time period, recommended ninety (90) days.
- J. Requests from the Procurement Organization(s) for records will follow the procedures as established by Wyoming Statute and the Coroner's Office.

IV. Organs/Tissue Unsuitable for Transplantation

- A. The Coroner will indicate if organs and/or tissues may not be used for purposes other than transplantation, when such other uses have been consented to by the donor or Next-of-Kin.
- B. If the Coroner does not authorize recovery for research or educational purposes, any organs and/or tissues that are initially determined to be unsuitable for transplantation must be left in the body and not recovered.
- C. Prior to organ and tissue recovery, the Coroner should communicate to the Procurement Organization(s) any requests for the return of any residual tissue from the donor. Additionally, if organs and/or tissues are removed and later determined to be unsuitable for transplantation, the Coroner will be contacted to determine the preferred method of disposition.
- D. If a Coroner approves the recovery of an organ/tissue donation but the recovery does not take place, the Procurement Organization(s) will notify the Coroner in writing within two (2) weeks.

V. Tissue Donor Transport

- A. Suspected criminal cases will not be transported for recovery prior to autopsy.
- B. Permission from the Coroner must be obtained to transport the donor to an alternate recovery facility.

C. After tissue recovery, the donor will be transported at a time and to a location mutually agreed upon by the Coroner and the Procurement Organization(s) without cost to the Coroner.

VI. Organ Operative Report

- A. The recovery surgeon(s) and/or technician(s) "Operative Report" will be forwarded to the Coroner's office in a timely fashion, within thirty (30) days after recovery.
- B. This Operative Report shall be filed in the permanent Coroner and Procurement Organization(s) files on the deceased.
- C. The Operative Report will be signed by the recovery surgeon(s) and/or technician(s) and include the following information:
 - 1. Identification of the donor with hospital/medical record number and copy of the authorization.
 - 2. Date, time, and name and address of physician pronouncing the death.
 - 3. Brief clinical history and evaluation as a suitable donor.
 - 4. Pre-operative condition of the area of the body that is involved in or impacted by the organ recovery.
 - 5. Names and address of all surgeons, OPO, and hospital staff involved in the recovery.
 - 6. Description of abdominal and/or thoracic conditions including any pre-recovery injuries, mark or disfigurements within the site of dissection.
 - 7. Descriptions of each organ recovered as normal, or specify any abnormalities.
 - 8. General statement of the operative procedure and the condition of the body after the organ recovery is completed.

VII. Bone/Tissue Operative Report

- A. A written report of the bone/tissue recovery will be forwarded to the Coroner's office within two (2) weeks of recovery procedure.
- B. This report is intended to be filed in the permanent Coroner and Procurement Organization(s) file of the deceased.
- C. The report will be signed by the authorized officer of the applicable Procurement Organization(s) and include the following information:

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- 1. Identification of the donor, name/location of procurement, date of the procurement, and length of time for the procedure.
- 2. Copy of authorization.
- 3. Names and addresses of all staff involved in the procurement.
- 4. Narrative descriptions of each bone/tissue recovered as normal, or specify any abnormalities, marks or disfigurements.

VIII. Eye Operative Report (Utah Lions Eye Bank)

- A. A written report of the eye tissue recovery will be forwarded to the Coroner's office in a timely fashion.
- B. The report will be signed by the Eye Bank Technician and include the following information:
 - 1. Identification of the donor, date and time of the recovery.
 - 2. Name and addresses of the recovery staff involved in the procurement.
 - 3. Type of eye tissue recovered, whether vitreous and/or blood samples were collected.
 - 4. A general statement of abnormalities or noteworthy conditions existing prior to recovery.

IX. Organ/Tissue - Coroner Kit Collection

- A. Blood and urine samples will be obtained during organ and/or tissue recovery as requested by the Coroner.
- B. A standard requested sample will include (4) red top 10 ml tubes, (4) gray top 6 ml tubes, (1) green top 10 ml tube, and (1) purple top 10 ml tubes. Any deviation from the standard will be clearly communicated by both the Coroner and the Procurement Organization(s). An identification form will accompany the samples to the Coroner describing who obtained and sealed the samples, where they were obtained and other pertinent information.
 - 1. Organ and shared tissue cases will include (2) red top 10 ml blood tubes, (2) red top 10 ml urine tubes, (3) gray top 6 ml blood tubes, (1) gray top 6 ml urine tube, (1) green top 10 ml blood tube, and (1) purple 10 ml blood tube.
 - 2. Tissue cases will include (2) red top 10 ml blood tubes, (2) gray top 6 ml blood tubes, (1) green top 10 ml blood tube (MVA cases or upon request), and (1) purple top 10 ml blood tube (upon request).
- C. The draw site will be identified on a body diagram form in the donor record.

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- D. Samples will be labeled with the name of the donor, date, time, and initials of the person obtaining the sample.
- E. In certain cases, a pre-transfusion/infusion serum sample may be available. The Procurement Organization(s) will discuss any specific needs with the Coroner to balance the forensic investigation and donor serology screening related to this sample.
- F. All admission and pre-admission blood is under jurisdiction of the Coroner's office and shared samples may be requested by the Procurement Organization(s) if available.
- G. Samples will be packaged securely in the provided Coroner kit. They will be sealed and initialed by the person completing the kit.
- H. It is understood that while these samples are to be obtained in most organ/and or tissue cases, there may be rare occasions, such as infants, when insufficient samples can be obtained. These circumstances will be immediately communicated to the Coroner's office.
- I. Samples and any specific paperwork or materials from the Procurement Organization(s), (i.e., Coroner's case form, copy of the authorization, declaration, recovery procedure, confidential donor form, tissue forms will be provided upon request with exception of recovery procedure report, unionall, etc.), will accompany the body to the Coroner's office. The Procurement Organization(s) will be responsible for any incurred costs associated with delivery of materials or evidence in cases under Coroner jurisdiction.
- X. Coroner Autopsy in Conjunction with Tissue Recovery
 - A. Blood samples are to be drawn prior to the heart excision unless agreed upon by all organizations. A cardiac stick is not to be performed.
- XI. Coroner Autopsy Prior to Tissue Donation
 - A. Communication between the Coroner's office and the Procurement Organization(s) will occur to verify post-autopsy release of specific tissues (e.g. bone, skin, etc.).
 - B. The Procurement Organization(s) will request a blood sample(s) to be drawn, during autopsy or at a suitable time, by the Coroner or designee to include a minimum of 1 serum separator (or tiger top), or 2 red tops in non-expired blood tubes. Serology tubes will be provided by the Procurement Organization(s) upon Coroner request.
 - C. The blood samples will be labeled with the donor's name, date, time, and name of the person preparing the sample.
 - D. All admission and pre-admission blood is under the jurisdiction of the Coroner's office and shared samples may be requested by the Procurement Organization(s) if available.

- E. The Coroner will notify the Procurement Organization(s) of the time and place of autopsy.
- F. The Procurement Organization(s) and the Coroner will agree upon a time and location for the tissue recovery.
- G. The body will be released either to the Coroner or the designated mortuary after the recovery is completed.
- H. On cases under the jurisdiction of a Coroner, personal belongings stay with the Coroner.

XII. Court Testimony

- A. The recovery surgeon(s) or technician(s) and the Procurement Organization(s) staff agree to the requirement by the Coroner and the District Attorney to testify in court as needed regarding their observations and findings. This shall be provided at no cost to the Coroner.
- B. Outcome regarding the transplanted organs and/or tissues may be provided with every effort made to protect the identity of the recipient(s).

XIII. Amendments/Agreements

- A. This Protocol may be amended with the agreement of the Procurement Organization(s) and the Wyoming Coroners.
- B. The Protocol will remain in effect for the elected term(s), with an option to review at the request of either party at any time. Notice of proposed changes to the Protocol must be submitted in writing and agreed upon by all identified organizations. Addendums may be added to the Protocol as necessary to continue the guidance of the document and only after the named organizations have agreed to the addendum.

XIV. Miscellaneous

- A. Entirety of Agreement. This Agreement, consisting of nine (9) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- B. The Procurement Organization(s) shall not disclose confidential information; including disclosure of post-mortem examination, received from a Coroner except to the extent relevant to transplantation or therapy or as otherwise required or permitted by law.
- C. Governmental Immunity. The Coroner does not waive governmental immunity by entering into this Agreement, and specifically retains all immunities and defenses available to it as a governmental entity pursuant to W.S. 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

D. Third Party Beneficiary Rights. The parties do not intend to create in another individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of the Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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Wyoming Organ and Tissue Donation Coroner Protocol

Coroner's Signature	Date	
Rebecca Reid		
Name (printed)	County	
Donor Alliance, Inc. Signature	Date	
Name (Printed)	Title	

END OF PROTOCOL

DocuSign

Certificate Of Completion

Envelope Id: 166E607F95A840C2A2F1050F8E05BB7F

Subject: Please DocuSign: WY 2022 Organ and Tissue Donation Coroner Protocol.pdf

Source Envelope:

Document Pages: 9 Certificate Pages: 5 Signatures: 0 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator: Raeann Brown

9649 S. Hackberry Street Highlands Ranch, CO 80129 coronerliaison@donoralliance.org IP Address: 73.243.36.143

Record Tracking

Status: Original

Rebecca Reid

2/2/2022 7:55:12 AM

Holder: Raeann Brown

coronerliaison@donoralliance.org

Location: DocuSign

Signer Events

Signature

rebeccar@laramiecounty.com

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(None)

Electronic Record and Signature Disclosure:

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Jennifer Prinz

jprinz@donoralliance.org

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Accepted: 2/22/2022 1:33:46 PM

ID: c2bcba63-6f8a-4b46-bec9-902e01e76f95

Timestamp

Sent: 2/2/2022 7:55:49 AM Viewed: 2/23/2022 8:23:15 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Raeann Brown

coronerliaison@donoralliance.org

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Raeann Brown

coronerliaison@donoralliance.org

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events Timestamp Signature

Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	2/2/2022 7:55:49 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature	Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Donor Alliance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Donor Alliance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: coronerliaison@donoralliance.org

To advise Donor Alliance of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at coronerliaison@donoralliance.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Donor Alliance

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to coronerliaison@donoralliance.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Donor Alliance

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to coronerliaison@donoralliance.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Donor Alliance as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by Donor Alliance during the course of your relationship with Donor
 Alliance.