



# Terms and Conditions for Non-transplant Anatomical Donation and Cremation

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## Section 1 Legal and Voluntary Authorization

The authorizing person understands and confirms that they are legally authorized to make an anatomical donation pursuant to HRS § 327-4 or HRS § 327-9 and have the right to authorize the cremation and disposition of the donor's remains pursuant to HRS § 327-36.

The authorizing person understands and confirms that the anatomical donation is a gift to science, for the purpose of medical research, training, and education.

The authorizing person understands and confirms that the donor's body, including the organs, tissues and fluids derived from the anatomical donation, will be treated with dignity, sensitivity, care, and confidentiality at all times throughout the donation process.

The authorizing person understands and confirms that a funeral service, open casket viewing, embalming or transplant anatomical donation may not be possible with anatomical donation.

The authorizing person understands and confirms that an autopsy will not be performed to determine the cause or contributing factors of death with anatomical donation.

The authorizing person understands and confirms that they are not under the influence of anesthesia or any drug that could influence their ability to give voluntary authorization.

The authorizing person understands and confirms, upon their oath and under penalty of perjury, that they have the legal right to give authorization to control the remains of the donor named in the document of authorization for anatomical donation and cremation.

The authorizing person understands and confirms, that pursuant to HRS § 327-18, the authorizing person, next of kin, and witnesses, agrees to hold Ke Ola 'Uhane, crematory, associated parties, funeral director, or persons acting as such, their officers, and employees harmless from any liability cost or expenses resulting from the authorization for anatomical donation and cremation.

The authorizing person understands and confirms, that pursuant to HRS § 327-19, the authorizing person, next of kin, and witnesses, agrees to hold Ke Ola 'Uhane and all associated agents, including the anatomical donation end users, harmless from loss or damage, including incidental and consequential damage which results from the authorizing person not having proper legal authority to authorize the anatomical donation.

The authorizing person understands and confirms that they have had adequate time for consideration and have had all their questions answered satisfactorily by Ke Ola 'Uhane.

The authorizing person understands and confirms that they have verified their understanding of all listed disclosures and grant authorization for anatomical donation and cremation without coercion and of their own free will as indicated by their signature on the document of authorization.

## Section 2 Costs and Services

The authorizing person understands and confirms that pursuant to HRS § 327-16, neither the donor's estate nor the donor or their designee will receive monetary compensation or valuable consideration for this anatomical donation and cremation.

The authorizing person understands and confirms that upon authorization of anatomical donation, Ke Ola 'Uthane agrees to be responsible for certain costs directly related to the anatomical donation.

The authorizing person understands and confirms that costs directly related to the anatomical donation include transportation of the donor from the place of death to a mortuary service contractor, intermediary or Ke Ola' Uthane facility, death certificate processing, cremation and distribution or disposition of the organs, tissues, and fluids as part of the anatomical donation.

The authorizing person understands and confirms that Ke Ola 'Uthane will not reimburse funeral service or transportation costs incurred before the authorization of anatomical donation, or costs not directly related to the anatomical donation.

The authorizing person understands and confirms that Ke Ola 'Uthane can only accept authorization for anatomical donation from legal residents of states in the service area, and that signing the authorization for anatomical donation and cremation does not guarantee acceptance.

The authorizing person understands and confirms that the cost of supplemental services authorized by the authorizing person will be the responsibility of the authorizing person and must be paid in full before acceptance of the donor in the service area.

The authorizing person understands and confirms that legal residents of states in the service area who pre-register with Ke Ola 'Uthane but pass away outside of the service area cannot be accepted.

The authorizing person understands and confirms that individuals with HIV, hepatitis B or C, tuberculosis, prion disease, or antibiotic-resistance viral or bacterial infection cannot be accepted.

The authorizing person understands and confirms that any individual who pre-registers with Ke Ola 'Uthane but contracts an infectious, contagious, communicable, or dangerous diseases before passing away in the service area cannot be accepted.

The authorizing person understands and confirms that in the condition that unforeseen circumstances at the time of death appear to make transportation of the donor to an Ke Ola 'Uthane not possible for any reason, the company reserves the right, at its sole discretion and direction, to forego anatomical donation and provide for the disposition of human remains at a local crematorium.

## **Section 3 Donor Medical Records**

The authorizing person understands and confirms that the document of authorization specifically authorizes and grants disclosure of the donor's medical records and other relevant records.

The authorizing person understands and confirms that the document of authorization authorizes performing of testing and reporting for transmissible diseases, archiving of blood samples, the possibility of public display, safety or trauma testing, and such other requirements as may be applicable for the specific purpose and scope of the anatomical donation.

The authorizing person understands and confirms that the document of authorization authorizes the cremation and disposition of the donor's remains upon completion of the anatomical donation.

The authorizing person understands and confirms that the donor's name, address, social security number, death certificate information and all other records regarding the anatomical donation shall be kept on file by the company at a secure location.

The authorizing person understands and confirms that all protected health information as defined by the Health Insurance Portability and Accountability Act (HIPAA), referred to in Title 45, § 164.512 Code of Federal Regulations, will remain confidential and will be stored in a secure location.

## **Section 4 Serological Testing and Reporting**

The authorizing person understands and confirms that testing or analysis that facilitates the use of the anatomical donation may be performed by a facility licensed to perform post-mortem disease testing, a Clinical Laboratory Improvement Amendments (CLIA) Certified laboratory, selected by Ke Ola 'Uthane.

The authorizing person understands and confirms that serological testing may include but is not limited to blood testing to screen for HIV, hepatitis B and C.

The authorizing person understands and confirms that serological results may be reported to public health authorities if required by ORS 433.004.

The authorizing person understands and confirms that for a donor one month (28 days) of age or less, adequate consent pursuant to law shall be obtained for collection of blood from the birth mother for testing, if applicable.

The authorizing person understands and confirms that the testing, recovery, storage and distribution of organs, tissues, and fluids as part of the anatomical donation will be administered by Ke Ola 'Uthane, an Aeternitas company, owned and operated by Aeternitas Life. Aeternitas Life a non-transplant anatomical research and recovery organization (NARRO) licensed by the Oregon Health Authority (OHA).

## Section 5 Purpose and Scope of Donation

The authorizing person understands and confirms that the organs, tissues, and fluids recovered and distributed as part of the anatomical donation, will go to benefit medical research, training, and education, and may be embalmed, preserved, stored, and used indefinitely.

The authorizing person understands and confirms that no guarantee can be given that the anatomical donation will benefit a specific medical research, training, or education program.

The authorizing person understands and confirms that the organs, tissues, and fluids recovered as part of the anatomical donation may be distributed to several institutions.

The authorizing person understands and confirms that the organs, tissues, and fluids recovered as part of the anatomical donation may be distributed to universities, laboratories, medical training organizations, and other approved organizations at the sole discretion of Ke Ola 'Uthane.

The authorizing person understands and confirms that the organs, tissues, and fluids recovered as part of the anatomical donation may be used by institutions for approved uses, including anatomy and physiology education, pathology education, forensic education, surgical training, medical research, medical dissection, or other appropriate uses that have been thoroughly detailed and vetted at the sole discretion of Ke Ola 'Uthane.

The authorizing person understands and confirms that the procedures, methods, and research utilized in specific research programs, derived from the organs, tissues and fluids recovered as part of the anatomical donation may be examined and approved by an independent institutional review board (IRB), selected by Ke Ola 'Uthane.

The authorizing person understands and confirms that the organs, tissues, and fluids recovered as part of the anatomical donation may be distributed to non-profit and for-profit institutions, in the United States and internationally.

The authorizing person understands and confirms that all institutions are prohibited from transferring organs, tissues, and fluids recovered and distributed by Ke Ola 'Uthane as part of the anatomical donation to third party institutions without the express written consent of Ke Ola 'Uthane.

The authorizing person understands and confirms that all institutions are prohibited from utilizing photography, videography, or other method to publicly display or identify the organs, tissues and fluids recovered and distributed by Ke Ola 'Uthane as part of the anatomical donation without the express written consent of Ke Ola 'Uthane.

The authorizing person understands and confirms, that pursuant to HRS § 327-14(J) neither the physician who attends the donor at death or the physician who determines the time of the donor's death may participate in the recovery of the organs, tissues and fluids recovered as part of the anatomical donation.

## Section 6 Cremation and Disposition of Remains

The authorizing person understands and confirms that the donor's remains after anatomical donation will be cremated by a licensed facility, selected by Ke Ola 'Uthane.

The authorizing person understands and confirms that disposition of remains after anatomical donation may be conducted by the institutions to which they have been distributed, in accordance with all laws pertaining to the disposition of human remains.

The authorizing person understands and confirms that they may request that the cremated remains of the donor be returned to a designated recipient or scattered after anatomical donation.

The authorizing person understands and confirms that all cremations of human remains are performed individually by a licensed crematory, selected by Ke Ola 'Uthane.

The authorizing person understands and confirms that the crematory makes all reasonable efforts, and uses its best efforts, to avoid commingling of cremated remains, however there will be inadvertent or incidental commingling of minute particles of cremated remains as part of the cremation process from the residue of previously cremated remains, and the authorizing person understands and accepts this fact.

The authorizing person understands and confirms that in most cases, cremated remains can be returned to a recipient designated by the authorizing person in three to twelve months after the anatomical donation was made but may take as long as one to two years, depending on the purpose of the donation.

The authorizing person understands and confirms that pursuant to ORS 438.715(2), any cremated remains returned to a recipient in a cardboard or plastic urn will not include the cremated remains of the organs, tissues, and fluids recovered for research and education.

The authorizing person understands and confirms that any belongings, implants, or personal effects that arrive with the donor will be cremated or disposed in accordance with applicable regulations and will not be returned to a recipient.

The authorizing person understands and confirms that arrangements must be made to remove any belongings or personal effects, such as possessions or valuables prior to the time that the donor is transported to Ke Ola 'Uthane.

The authorizing person understands and confirms that Ke Ola 'Uthane will deliver or dispose of the cremated remains as directed by the authorizing person on the document of authorization.

## **Section 7** Revocation of Authorization

The authorizing person understands and confirms that pursuant to HRS § 327-10, if the authorizing person subsequently rescinds the authorization, the authorization becomes totally and completely void and no obligation will be placed on Ke Ola 'Uhane or its associated agents regarding any costs related to the death or disposition of the donor.

The authorizing person understands and confirms that if a revocation is made, the authorizing person will be responsible for all costs incurred with the donation including transportation and other arrangements for disposition.

The authorizing person understands and confirms that pursuant to HRS § 327-10(C) a revocation is effective only if it has been made before the recovery of organs, tissues, and fluids as part of the anatomical donation.

The authorizing person understands and confirms that for the convenience of the authorizing person, next of kin, and witnesses, a Ke Ola 'Uhane representative is available to respond to any questions regarding these terms and conditions.

The authorizing person understands and confirms that a copy of the document of authorization is available for receipt per request of the authorizing person, next of kin and witnesses.