Carter BloodCare

# BLOOD SERVICE AGREEMENT
## (PRE-HOSPITAL TRANSFUSION ACCOUNT)

This Blood Service Agreement ("this Agreement"), made and entered into as of the 6 day of January, 2023, (Date of Execution) by and between Carter BloodCare and Wise County EMS, a health care provider (the "HCP").

WHEREAS, Carter BloodCare is willing to make available to the HCP blood, Blood Components (defined below), as referenced in the fee schedule, Exhibit "A", and HCP desires to obtain Blood Components from Carter BloodCare, on the terms and subject to the conditions set out below; in consideration of the mutual terms, covenants and conditions herein contained, the parties agree as follows:

1. **Blood Components.**

1.1 Carter BloodCare will use its reasonable best efforts to supply HCP human blood and blood components (collectively, "Blood Components" or "Blood Component") in quantities and at times as HCP shall reasonably request, subject to the Pre-Hospital Transfusion Program Participation Rules (Exhibit "F").

1.2 HCP shall make all requests for Blood Components to Carter BloodCare in writing, and orally as indicated by protocol, and shall specify in detail the types and quantities of Blood Components, special handling and infusion sets required, the time period within which the HCP desires such Blood Components, and the address to which such Blood Components are to be delivered, if applicable, as listed in Exhibit "E".

1.3 Carter BloodCare may add a Blood Component to Exhibit "A" or discontinue any item on Exhibit "A" at any time.

2. **Laboratory Testing.**

2.1 Prior to supplying a Blood Component to the HCP, Carter BloodCare will perform or cause to be performed all tests required in accordance with the rules and regulations of the U.S. Food and Drug Administration ("FDA"), the Standards of the AABB, and the Clinical Laboratory Improvement Amendments ("CLIA"). Carter BloodCare reserves the right to perform or have others perform additional tests as it may deem appropriate.

2.2 Carter BloodCare will not routinely test Blood Components with a Cytomegalovirus ("CMV") Antibody Test (serological test for CMV antibody). HCP may request CMV negative Blood Components. Any such

specifically requested Components, if available, will have been screened with the CMV Antibody Test and be labeled, as applicable, CMV negative.

2.3 Whereas, all blood is collected from volunteer donors and is processed and labeled in accordance with the Code of Federal Regulations of the Food and Drug Administration and Standards established by the AABB. Pursuant to 42CFR482.27(c)(2) and 21CFR610.46-48, Carter BloodCare shall:

(a) Notify HCP within three calendar days of determination, if HCP is supplied Blood Components by Carter BloodCare from a donor who tested negative for HIV, HCV, Chagas Disease or any new test required by the FDA in the future and at the time of donation, but tests repeatedly reactive for the antibody to HIV, HCV, Chagas Disease or any new test required by the FDA in the future on a later donation; or

(b) Notify the HCP the results of a specific FDA-licensed test or other follow-up testing recommended or required by the FDA, which shall be completed within forty-five (45) calendar days after a donor's repeatedly reactive screening test, or which is required by federal regulation.

(c) Notify the HCP within three calendar days after Carter BloodCare determined that it supplied blood from an infectious donor.

2.4 Carter BloodCare may, but shall not be obligated to, perform certain other services requested by the HCP, which services may or may not relate to any Blood Components supplied to the HCP by Carter BloodCare.

2.5 HCP is required to have one centralized location for any notices provided hereunder.

3. **Charges.**

3.1 The HCP shall pay Carter BloodCare the fee(s) charged by Carter BloodCare for the services provided by Carter BloodCare for each Blood Component it supplies to HCP, and fees for other services provided by Carter BloodCare at the request of HCP all in accordance with the fee schedule in effect at the time such Blood Component is supplied and other such services are provided.

3.2 The fee schedule for the HCP in effect at the date of this Agreement is attached hereto and incorporated herein as Exhibit "A". Carter BloodCare may change the fee schedule at any time after thirty (30) days prior written notice to HCP. Carter BloodCare may supplement the fee schedule at any time by adding new service fee(s) or other fee(s) not listed on the schedule. The fee(s) so added shall become effective at the time Carter BloodCare gives written notice thereof to the HCP.

4. **Payment.**

4.1 Each month, Carter BloodCare shall send a written Invoice (defined below) to the HCP that details fees for Blood Components, services associated with each Blood Component shipment, and any other additional services provided in the previous month (the "Invoice"). Each Invoice will be due and payable in full to Carter BloodCare no more than thirty (30) days from the date of issue, subject to any allowable terms as listed in Exhibit "D".

4.2 If any amount owed by HCP is not paid in full within thirty (30) days from the date of the monthly Invoice, Carter BloodCare shall be entitled, at its election, to do any one or more of the following:

(a) to charge, and HCP agrees to pay, a late charge equal to the lesser of one percent (1%) per month or the maximum rate permitted by applicable law on the unpaid amount from the date of the daily Invoice until paid;

(b) to require HCP to pay Carter BloodCare for Carter BloodCare's services and products on a cash on delivery basis;

(c) to cause a letter of credit in the form, amount and content satisfactory to Carter BloodCare, in its reasonable discretion, to be issued for the benefit of Carter BloodCare as a surety for HCP's payment of services pursuant to this Agreement;

(d) to require HCP to deposit with Carter BloodCare, in escrow, HCP's funds in an amount reasonably satisfactory to Carter BloodCare as a surety for the HCP's payment of services under this Agreement;

(e) to discontinue providing Blood Components and/or services to HCP; and/or

(f) to terminate this Agreement by giving written notice of termination to HCP.

5. **Confidentiality.** Each party acknowledges that in the course of performing its duties under this Agreement, it may be acquiring and making use of certain confidential information of the other party which includes, but is not limited to, internal memoranda, reports, financial or business records, patient lists or medical records, confidential technology, trade secrets and other confidential patient information, and other materials or records of a proprietary nature ("Confidential Information"). Neither party shall use such Confidential Information except in connection with the performance of its duties pursuant to this Agreement, nor divulge the Confidential Information to any third party, unless the non-disclosing party consents in writing to such use or divulgence or unless disclosure is required by law. Each party agrees that during the term of this Agreement and as of the

date of termination of this Agreement, neither party may take nor retain, without the prior written consent of the other party, any papers, slides, data, records, patient lists, files, computer discs, research data, business plans and marketing studies or other demographic analysis, information regarding payor contracts entered or under consideration, or other documents or copies thereof or other Confidential Information of any kind belonging to the other party pertaining to its business, customers, patients, financial condition, or activities. Each party shall comply with the applicable federal and state laws and regulations governing the confidentiality of all patient medical records. In the event either party receives a request or demand from a third party for the disclosure of Confidential Information, the requested party shall provide written notice to the other party within two (2) business days after receipt of such request or demand of such request or demand, including a copy of any written document of such request or demand.

6. **Return Policy.** Carter BloodCare may change the return policy on Exhibit "C" at any time after thirty (30) days prior written notice.

7. **Handling of Blood Components; Inspection of Facilities.**

7.1 The HCP shall accept all deliveries as applicable on Exhibit "E" of Blood Components requested from Carter BloodCare, whether at scheduled or unscheduled delivery times, and shall provide and maintain suitable facilities and equipment for the receipt and storage of all Blood Components in compliance with the rules and regulations of the FDA and the Standards of the AABB. After the delivery of any Blood Component to the HCP, the HCP shall have sole and exclusive responsibility for the maintenance, use, and the risk of loss of Blood Components.

7.2 Carter BloodCare shall have the right, but not the obligation, from time to time to inspect (a) the inventory, facilities and equipment utilized by the HCP for storing Blood Components obtained from Carter BloodCare; and (b) HCP's books, records, protocols, policies, procedures and documentation relevant to Carter BloodCare's services.

8. **Certain Duties of HCP.**

8.1 The HCP shall have sole responsibility for:

(a) requiring each of its personnel, employees, agents, affiliates, officers, directors, shareholders, and assigns who perform under this Agreement to fully comply with all applicable Federal, state, and local laws, rules, regulations, statutes, ordinances, terms, conditions, manuals, policies, and orders governing or affecting the work or operations in connections with this Agreement or any contract or purchase order, including but not limited to those regarding the FDA, AABB, The Joint Commission ("TJC"), the College of American Pathologists ("CAP"), CLIA, Medicare/Medicaid

under the Social Security Act, and Federal, state, and municipal ordinances regarding blood handling;

(b) If possible, obtaining an informed written consent to the transfusion from each patient who is to receive a transfusion of any Blood Component obtained by the HCP from Carter BloodCare;

(c) causing the HCP's appropriate personnel to receive all necessary education and training in proper transfusion practices, procedures and techniques; including, without limitation, patient identification, blood administration, component therapy, and detection and treatment of transfusion reactions;

(d) complying with the current version of the Carter BloodCare Service Manual (the "Service Manual"), an electronic copy of which is provided by Carter BloodCare. Updates and revisions to the Service Manual will be sent via email. Service Manual is accessible at carterbloodcare.org.

(e) causing appropriate personnel (at least one person) to attend at least one Carter BloodCare inservice, regarding the content of the Carter BloodCare Service Manual; and

(f) having an identified, appropriately licensed physician with proper authority to prescribe blood transfusions.

8.2 The HCP shall at all times have and keep current a standard operating procedures manual setting forth, among other things, maintaining all required medical and other records including but not limited to temperature storage records, pertinent quality control documentation or relating to patients to whom Blood Components obtained from Carter BloodCare are, or are proposed to be, transfused. Carter BloodCare shall have the right, but not the obligation, to inspect such manual from time to time, but Carter BloodCare shall have no responsibility for the contents of such manual, irrespective of whether it exercises its right of inspection.

8.3 The HCP shall immediately notify Carter BloodCare, if for any reason (including, without limitation, any suspected labeling or testing error, damaged container, improper container or improper container temperature) the HCP believes that any Blood Component is not suitable for the intended use. If appropriate, the HCP shall delay or immediately suspend any transfusion or other use of such Blood Component pending determination of its suitability for the intended use.

8.4 HCP shall notify Carter BloodCare of all pertinent details regarding any patient who has received any Blood Component supplied to HCP by Carter BloodCare when the HCP comes to know or is notified the patient

has, or is suspected of having, a transfusion transmissible disease.

8.5 HCP shall comply with all requirements of the AABB, FDA, applicable federal laws and regulations, and Carter BloodCare guidelines with respect to notification to Carter BloodCare of adverse reactions to the transfusion of a Blood Component supplied by Carter BloodCare. Upon the occurrence of any reportable adverse reaction to the transfusion of a Blood Component supplied by Carter BloodCare, the HCP shall immediately (i) give oral notice thereof to the Reference & Transfusion Services Department at Carter BloodCare.

8.6 Each patient's physician shall have sole and exclusive responsibility for determining what Blood Component is appropriate for that patient, and Carter BloodCare shall have no responsibility. Carter BloodCare shall be entitled to rely conclusively on the specifications set forth in any request from the HCP or a patient's physician.

8.7 The HCP shall maintain complete medical records of all patients to whom Blood Components supplied by Carter BloodCare hereunder have been transfused; including, but not limited to, records showing Documentation for any patient receiving a blood or blood product transfusion, including to but not limited to patient name, donation identification number, date of transfusion and product transfused.

8.8 HCP shall comply with all applicable quarantine and notification requirements including, but not limited to, the requirements of the Centers for Medicare and Medicaid Services Conditions of Participation for Hospitals in regard to laboratory services as specified in the C.F.R. (the "Conditions of Participation"), upon notification by Carter BloodCare of potentially HIV or HCV infected blood or Blood Components. If Carter BloodCare notifies HCP that the results of the more specific testing are positive for HIV or HCV, HCP shall notify any patient who has been administered such potentially HIV or HCV infectious blood or blood products, or that patient's attending physician, in a manner consistent with the applicable law, including but not limited to, the requirements of the Conditions of Participation. Carter BloodCare shall have no duties with respect to the notification of the patient.

8.9 Transfusion of Blood Components. The HCP shall have sole responsibility for selecting the patients to whom it will provide transfusion of Blood Components obtained by it from Carter BloodCare. In selecting such patients, the HCP shall follow such guidelines as deemed appropriate by current medical practice and available scientific evidence. HCP shall have sole responsibility for selecting patients for whom home transfusion is appropriate, and which patients it will provide transfusions. HCP agrees to provide appropriate monitoring of all patients administered Blood Components obtained by HCP from Carter BloodCare.

8.10 Competence Testing. The HCP shall have the sole responsibility for ensuring that annual competency testing transfusing and handling blood products is completed by nursing and other staff as required by AABB, FDA and other applicable regulatory agencies. Carter BloodCare shall have the right, but not the obligation, to ensure annual competency assessments are completed and documented as required.

9. **Disposition and Alteration of Blood Components.**

9.1 Disposition.

(a) All Blood Components ordered by the HCP under this Agreement, if not administered to a patient, shall be either discarded in accordance with applicable federal or state regulations, or handled as directed by the Carter BloodCare. All bags and containers bearing the Carter BloodCare's name or label shall, after use, subject to state and federal regulations, be discarded appropriately and not reused.

10. **Limitation of Obligations and Liabilities.** Carter BloodCare shall have no obligation to educate, inform, train or supervise, or to audit, monitor or review the activities of, any physicians, nurses, technicians or other persons who are employed by or practice their respective professions at the HCP. Carter BloodCare shall have no liability or responsibility to the HCP or any of its patients by reason of (i) the unavailability, type, or quantity, of any Blood Component; or (ii) the inability to provide any of the Blood Components within a specified time period or location requested by the HCP.

11. **Risk of Loss.** The risk of loss of all Blood Components shall be on the party in possession of such components at the time of loss, except as is otherwise expressly provided in this Agreement.

12. **Term.** The initial term of this Agreement shall be from the date of execution on the first page through December 31, 2023 and shall then automatically renew for consecutive renewal terms of one (1) year each, unless either party gives written notice of termination to the other party at least sixty (60) days prior to the commencement of the next renewal term. This Agreement may be terminated at any time by either party, if the other party defaults in the performance of any provision of this Agreement and such default continues for a period of ten (10) days after written notice thereof. Termination of this Agreement shall not adversely affect any rights of either party that shall have accrued at or prior to the time of such termination. The provisions of Section 3 through 30 shall survive any termination of this Agreement.

13. **Access to Records.** Carter BloodCare shall allow the Secretary or Comptroller General, as applicable, of the United States, the Department of Health and Human Services, and their respective duly authorized representatives access to this

Agreement and Carter BloodCare's books and records until the expiration of four (4) years after services are provided by Carter BloodCare to HCP pursuant to this Agreement in accordance with the requirements of applicable law. If any of Carter BloodCare's duties under this Agreement are carried out through a subcontract with a related organization, with a value or cost of $10,000.00 or more over a twelve (12) month period, with a related organization or individual, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request by the Secretary, upon the request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and such books, documents and records of such organization or individual that are necessary to verify the nature and extent of the costs incurred with respect to such subcontract and the services provided pursuant thereto.

**14. Insurance.**

14.1 HCP Insurance. The HCP represents and agrees that it will have in effect and maintain continuously through the term of this Agreement, at its sole cost and expense or the cost and expense of its personnel, policies of professional and comprehensive general liability insurance, which shall not be less than $1,000,000 per occurrence and $3,000,000 in the aggregate against any claim for damages in connection with the HCP's responsibility under this Agreement and the services it provides. The HCP shall, on or before the effective date of this Agreement, furnish to Carter BloodCare certificates evidencing such insurance coverage, which shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days prior written notice to Carter BloodCare. The carrier, terms, and limits of such coverage shall be subject to the prior and continuing approval of Carter BloodCare, which approval shall not be unreasonably withheld.

14.2 Adequacy of Insurance. If at any time Carter BloodCare shall determine that the carrier, terms, and limits of such coverage for the HCP are no longer adequate, it may require the HCP to obtain different or additional coverage upon thirty (30) days notice, such notice to specify the deficiencies in the required coverage and the required changes. If, after the expiration of thirty (30) days, the HCP has failed to obtain such different or additional coverage, Carter BloodCare may terminate this Agreement effective immediately upon the giving of notice of termination. The HCP shall indemnify and hold Carter BloodCare harmless from and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, by or as a result of the HCP's failure to maintain appropriate insurance coverage pursuant to this covenant to maintain insurance.

14.3 Additional Insured. Should the HCP commit an act of default under this Agreement, Carter BloodCare reserves the right to require the HCP to place, and pay the cost for, Carter BloodCare as an additional insured on all of the HCP's

applicable insurance policies.

14.4 Carter BloodCare Insurance. Carter BloodCare agrees to maintain, at its sole cost and expense, professional and general liability insurance coverage in the amount of $1,000,000 per occurrence made and $1,000,000 annual aggregate in order to insure Carter BloodCare against any claim for damages arising in connection with its responsibilities under this Agreement. Carter BloodCare shall provide evidence of such coverage at the request of the HCP. Any modifications or alterations of coverage during the term of this Agreement shall be communicated to the HCP.

**15. Indemnification.**

15.1 Indemnification by HCP.

(a) The HCP hereby agrees to indemnify, defend (at Carter BloodCare's sole option), and hold harmless Carter BloodCare and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including patients, arising out of or occasioned by any acts of negligence of HCP, HCP's agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

(b) The parties understand and agree that Carter BloodCare is not involved in the transfusion of Blood Components, nor is it providing transfusion services, to the patients of the HCP. The HCP is responsible for maintaining a qualified medical director, who is a licensed physician, under whose supervision and directions the transfusions take place. Carter BloodCare has no responsibility to obtain informed consent or to make any medical evaluation of the patient, the patient's condition, or the appropriateness of the transfusion. The responsibility of Carter BloodCare is limited to the particular laboratory services and the Blood Components provided. The HCP is solely responsible for negligent, intentional, or unauthorized disclosure of test results with respect to its patients. Carter BloodCare is not responsible for the quarantine and notification duties of the HCP as set forth in Section 8.9, which are the sole obligation of the HCP and the physician.

(c) Carter BloodCare is not responsible for any occurrence resulting from the failure of the HCP to comply with accepted standards of the FDA, AABB and any other applicable authorities.

15.2 Indemnification by Carter BloodCare. Carter BloodCare hereby agrees to indemnify and hold harmless the HCP and all of its directors, officers, and employees and agents from all suits, actions, claims, or cost of any

character, type or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including patients, arising out of or occasioned by any acts of negligence of Carter BloodCare agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

16. **Relationship of Parties.** Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership, joint venture or other such relationship between the parties. This Agreement shall not constitute an endorsement by one party of the other party to this Agreement.

17. **Force Majeure.** As used in this section, the term "Force Majeure" shall mean any act of God, fire, storm, lightning, wind, tornado, flood, washout, earthquake, landslide, war, sabotage, blockade, insurrection, riot, civil disturbance, act of terrorism, vandalism, strike, slowdown, lockout, industrial disturbance, arrest and restraint of a person or persons, epidemic, explosion, breakage or accident to machinery or equipment or pipe, necessity for making repairs or alterations to machinery or equipment or pipe, lack of fuel or transportation facilities or any other cause (whether or not of the kinds enumerated) that is not within the control of the party relying thereon and that could not have been avoided by such party by the exercise of due diligence. The party affected by Force Majeure must give notice stating the time of the occurrence and full particulars of the Force Majeure in writing, to the other party as soon as possible after the occurrence of the Force Majeure. The obligation of the party giving notice of Force Majeure shall be suspended during the continuance of the Force Majeure event. Neither party to this Agreement shall be liable for its inability and failure to carry out its obligations hereunder, other than the obligation to make payments of amounts due hereunder, when such inability and failure are caused by Force Majeure. The obligations affected shall be suspended only during the continuance of the inability so caused, and the party suffering such inability shall use its best efforts to remedy the situation as soon as practicable.

18. **Notices.** All notices required hereunder shall be given as provided in Exhibit "B".

19. **Nonassignability.** The HCP may not assign this Agreement without the written consent of Carter BloodCare, and any such attempted assignment or delegation without such consent shall be null and void and of no effect whatsoever.

20. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon Carter BloodCare and its successors and assigns and upon the HCP and its successors and permitted assigns.

21. **Entirety and Modification.** This Agreement (together with its attachments and exhibits) contains the entire agreement between the parties and supersedes any and all prior agreements and understandings, whether written or oral. No modification to this Agreement shall be valid or effective unless the same is in

writing and signed by both parties.

22. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be deemed inoperative to the extent of its illegality, invalidity or unenforceability, but such fact shall not affect the remainder of this Agreement, which shall remain in full force and effect, as if such provision had not been included herein.

23. **Waiver.** No delay on the part of either party hereto in exercising any right, power or remedy that it may have shall operate as a waiver thereof, nor shall any waiver preclude any further exercise thereof or the exercise of any other right, power or remedy that such party may have.

24. **Governing Law; Venue; Consent to Jurisdiction.** This Agreement, and the rights, remedies, obligations, and duties of the parties under this Agreement, shall be governed by and construed in accordance with, and enforced under, the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. If any action is not subject to arbitration and is brought to enforce or interpret this Agreement, venue for such action shall be proper in Tarrant County, Texas. The parties irrevocably (i) submit to the foregoing exclusive jurisdiction, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

25. **Captions.** The captions in this Agreement have been included for ease of reference only and shall not be considered in the construction or interpretation of this Agreement.

26. **Exhibits.** The following documents are attached to this Agreement and are a part of this Agreement. If any exhibit is left blank there is no such exhibit and it is not a part of this Agreement.

    Exhibit "A" - Fee Schedule
    Exhibit "B" - Billing, Delivery and Notice Addresses
    Exhibit "C" - Return Policy
    Exhibit "D" - Payment Terms
    Exhibit "E" - Delivery Policy
    Exhibit "F" – Pre-Hospital Transfusion Program Participation Rules

27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same agreement.

28. **Compliance with State and Federal Laws and Regulations.** The parties to this Agreement intend to comply with and have therefore structured this Agreement so as to comply with all applicable state and federal laws and regulations, including,

but not limited to (i) HIPAA; (ii) the Federal Fraud and Abuse Laws (42 U.S.C. § 1320a-7, 7a and 7b) and the Safe Harbor Regulations promulgated thereunder (42 C.F.R. Part 1001); (iii) the Stark Law (42 U.S.C. §1395nn); and (iv) state laws and regulations regarding anti-kickback, fraud and abuse and/or self referral. It is not a purpose of this Agreement to induce the referral of patients. The parties acknowledge that there is no requirement nor payment under this Agreement or any agreement between the parties that either party refer, recommend or arrange for any items or services paid for by Medicare, Medicaid or any other federally funded health care program. All payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the items provided, and the compensation payments for the services do not exceed that which is reasonable for the legitimate business purposes of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on their behalf by their respective undersigned officers as of the date first written above.

**Carter BloodCare:**

Administration: By: B. J. Smith

Name: B. J. Smith

Title: VP Operations

Medical Director: By: Laurie J Suter MD

Name: Laurie J Suter

Title: VP Medical Services

**Wise County EMS:**

Administration: By:

Name: JD Clark

Title: County Judge

Medical Director: By: ROGER LEATON

Name: DO

Title: MEDICAL DIRECTOR

**EXHIBIT "A"**
**TO**
**BLOOD SERVICE AGREEMENT**

**FEE SCHEDULE**

| | |
|---|---|
| Leukoreduced Red Blood Cells | $322.00 |
| Liquid Plasma | $ 73.00 |
| Whole Blood | $360.00 |
| B5075 GrpOWB Low Titer Anti-A/Anti-B | $156.00 |

Delivery Fee if outside normal scheduled rotation:

| | | |
|---|---|---|
| Z2010 | Delivery Charge – Zone 0 | $24.00 |
| Z2011 | Delivery Charge – Zone 1 | $34.00 |
| Z2012 | Delivery Charge – Zone 2 | $51.00 |
| Z2013 | Delivery Charge – Zone 3 | $68.00 |
| Z2014 | Delivery Charge – Zone 4 | $131.00 |
| Z2015 | Delivery Charge – Zone 5 | $175.00 |
| Z2016 | Delivery Charge – Zone 6 | $235.00 |

**EXHIBIT "B"**
**TO**
**BLOOD SERVICE AGREEMENT**

**BILLING, DELIVERY AND NOTICE ADDRESSES**

1. Billing Address of HCP:
   Wise County EMS
   P.O. Box 899
   Decatur, TX 76234

2. All Notices required shall be given as follows:

   If to Carter BloodCare: 2205 Highway 121
   Bedford, Texas 76021
   ATTN: B.J. Smith
   VP of Regional Operations
   Phone No: (817) 412-5158
   Fax No: (817) 412-5991

   If to Wise County EMS:

   ATTN: Chief Randall Preuninger
   1101 W. Rose Avenue
   Decatur, TX 76234
   Phone No: 940-627-2002
   Fax No: 940-627-7521

All Notices shall be deemed given when received by the party to whom sent or five (5) days after being deposited in the U.S. mail, whichever first occurs. Either party hereto may change its address for notice and/or billing purposes by giving written notice thereof to the other party as provided herein.

## EXHIBIT "C"
## BLOOD SERVICE AGREEMENT

### RETURN POLICY

1. Red blood cells are eligible for return with credit if returned on the defined and established day of rotation.

2. Special order Blood Components, including, but not limited to, liquid plasma and low titer group O whole blood (LTOWB), may not be returned.

3. Blood Components may not be returned if they have been irradiated or their containers, labels or seals have been altered in any way.

4. HCP shall not be entitled to return any Blood Components to Carter BloodCare if the HCP does not have and use proper storage equipment (*e.g.*, refrigerators, freezers and platelet incubators, shipping boxes, etc.) equipped with appropriate temperature charting and alarm devices that operate properly, and satisfy all rules and regulations of the FDA and Standards of the AABB or any other applicable federal or state law.

5. The amount of the credit, which HCP shall be entitled to receive from Carter BloodCare for any Blood Component returned by HCP shall be limited to the amount of the basic component fee charged by Carter BloodCare to HCP with respect to such Blood Component; and shall not include the amount of any separate delivery, laboratory, handling, specialized service fees, or other fees or charges paid or incurred by HCP in connection with or by reason of its acquisition or return of such Blood Component.

6. If HCP is entitled to return a Blood Component, HCP shall so inform Carter BloodCare. Carter BloodCare shall have the option of picking up the Blood Component from HCP or requiring HCP to return it in a manner specified by Carter BloodCare. In either case, HCP shall bear the cost of, and all risks associated with, the return to Carter BloodCare of all Blood Components; provided, however, that HCP shall not be responsible for any loss caused by the negligence or willful misconduct of Carter BloodCare.

7. HCP agrees to timely complete any necessary paperwork relative to the return of any Blood Component.

## EXHIBIT "D"

## BLOOD SERVICE AGREEMENT

## PAYMENT TERMS

1. Carter BloodCare shall bill each month for the amount of services, blood, Blood Components, or any miscellaneous fees it charges to the HCP. Payment is to be made to Carter BloodCare by the HCP not later than thirty (30) days after date of Invoice ("Prompt Payments"). No exceptions will be made unless authorized by the proper authority at Carter BloodCare. Repeated failures to make Prompt Payments may cause HCP to be in default of this Agreement.

2. If HCP should fail to pay the amounts due under this Agreement and Carter employs attorneys and/or incurs other expenses in the course of the attempts to collect and collection of the payments due under this Agreement, HCP shall be required, on demand, to reimburse and pay to Carter the fees of such attorneys and such other expenses so incurred by Carter in attempting to collect and collecting such amounts due under this Agreement.

**EXHIBIT "E"**
**TO**
**BLOOD SERVICE AGREEMENT**

**DELIVERY POLICY**

The HCP shall cause one or more of its authorized agents, employees or representatives (the "HCP Representatives") to receive and accept all Blood Components requested by the HCP and supplied by Carter BloodCare at Carter BloodCare's principal location in Bedford, Texas. The HCP Representatives who so receive and accept Blood Components on behalf of the HCP shall be deemed to be acting solely as agents, employees, or representatives of the HCP, and Carter BloodCare shall have no responsibility or liability for the acts or omissions of any of the HCP Representatives.

Carter BloodCare shall deliver or cause to be delivered to the HCP, at the addresses listed below, the Blood Components supplied by Carter BloodCare pursuant to this Agreement.

Primary Delivery Address of HCP:
Wise County EMS
1101 W. Rose Avenue
Decatur, TX 76234

Storage Locations of HCP:
Wise County EMS
1101 W. Rose Avenue
Decatur, TX 76234

## EXHIBIT "F"
## PRE-HOSPITAL TRANSFUSION PROGRAM
## PARTICIPATION RULES

1. Only O+ leukoreduced red blood cells (LRBC) will be provided, subject to availability and these Participation Rules.
2. LRBC's may be returned for credit and rotated, pursuant to Participation Rules.
3. Liquid plasma and low titer group O whole blood may be ordered on a one way non-returnable basis, subject to availability.
4. Participant must adhere to and submit evidence supporting storage and transportation temperature compliance for the first six months of enrollment in the Program. Thereafter, Participant is subject to temperature audits at blood center's discretion and at minimum must participate in an annual audit of storage temperature, transportation temperature and associated documentation with the Program. LRBC's not maintained in compliance with the temperature requirements are not returnable for credit and will require submission of temperature storage and transportation documentation for six additional months. During this probationary period, blood center may revoke any and all return privileges.
    a. Storage temperature requirement 1-6 degrees Celsius.
    b. Transportation temperature requirement 1-10 degrees Celsius.
5. Participant must adhere and show evidence of compliance regarding:
    a. Overview of pre-hospital transfusion program
    b. Patient identification and consent
    c. Criteria for administration of blood and blood components
    d. Blood administration training and annual competency of personnel
    e. Monitoring, management, and reporting of infectious and noninfectious adverse events
    f. Process to notify receiving hospital of pre-hospital transfusion documentation
    g. Lookback and quarantine of blood and blood components
    h. Receipt of blood and blood components
    i. Storage of blood and blood components
    j. Transport of blood and blood components
    k. Return of blood and blood components to blood center
    l. Disposition of unused blood and blood components
    m. Record retention
    n. Equipment validation and maintenance
    o. Deviations and quality control

*6. Participant must contribute at least 3 successful blood donations during each 60 day period for each unit provided on consignment. If blood donation threshold is not fulfilled, the LRBC's provided will be decreased accordingly.

*7. Participant must have a minimum transport time of 25 minutes to a Level I or II trauma center.

*8. The Program may be terminated at any time if participant cannot consistently comply with the Participation Rules.

*Apply exclusively to ground EMS pre-hospital transfusion services

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2022-966410

**Date Filed:**
12/21/2022

**Date Acknowledged:**
1-9-23

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Carter BloodCare
Bedford, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Wise County EMS

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2022-2023
Human blood products and related services.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is B.J. Smith, and my date of birth is 05-16-1970

My address is 7812 Fairwest Ct, N. Richland Hills, TX, 76182, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 21 day of December (month), 2022 (year)

B. J. Smith

Signature of authorized agent of contracting business entity
(Declarant)