



CONFIDENTIAL

## Hospital Blood Services Agreement

This Hospital Blood Services Agreement (the "Agreement") is effective as of February 1, 2024 ("Effective Date") and entered into as of the date of signatures below, by and between VITALANT, an Arizona nonprofit corporation, with its principal place of business located at 6210 E. Oak Street, Scottsdale, Arizona 85257 (hereinafter referred to as "VITALANT") and the County of Ventura, owner and operator of Ventura County Medical Center, located at 300 Hillmont Ave. Ventura CA. 93003 and Santa Paula Hospital, located at 825 N. 10<sup>th</sup> Street Santa Paula CA. 93061 (hereinafter referred to as "Hospital"). VITALANT and Hospital may be referred to herein from time to time as a "party" or collectively as the "parties" to this Agreement.

### RECITALS

A. Hospital is a healthcare provider licensed and certified under applicable state and federal laws to provide medical services, including blood infusion services to patients upon order of a licensed physician or other independent practitioner.

B. VITALANT is a blood bank licensed under the United States Department of Health and Human Services, Food and Drug Administration ("FDA") and accredited by the AABB, formerly known as the American Association of Blood Banks, and its reference laboratories are Clinical Laboratory Improvement Amendments ("CLIA") certified.

C. VITALANT is licensed to provide blood and blood components and reference laboratory services to Hospital for use in the treatment of the Hospital's patients, and undergoes regular inspections by the FDA and AABB, among other federal and state regulatory agencies.

D. Hospital desires to obtain blood and blood components and other related services as set forth in this Agreement, and VITALANT agrees to provide such services, all in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree to the following terms and conditions:

### 1. RESPONSIBILITIES OF VITALANT AND HOSPITAL

1.1 Provision of Blood and Blood Components. VITALANT shall be Hospital's primary supply source for blood and blood components for purposes of transfusion. During the Term of the Agreement, VITALANT shall deliver to Hospital and maintain Hospital's stock levels for blood and blood components sufficient to meet the routine and potential emergency needs of Hospital, as determined and adjusted by mutual agreement between VITALANT and Hospital.

1.2 Ordering and Delivery of Blood and Blood Components. Hospital shall order specific quantities of blood and blood components by placing orders pursuant to VITALANT'S ordering instructions, billing protocols and, where applicable, on-line product management system.

## CONFIDENTIAL

- (a) The blood stock will be delivered on a scheduled basis as agreed upon by VITALANT and Hospital. VITALANT and Hospital will mutually agree upon stock inventory levels for each blood component to be provided. Stock inventory levels shall be based on average daily utilization by the Hospital, as well as complexity of services provided, trauma designation, and distance from the distribution site.
- (b) Unless other arrangements are made, VITALANT shall pay expenses for scheduled delivery of blood and blood components to Hospital, using the method of delivery or shipment that VITALANT determines is appropriate to the circumstances. Hospital shall pay for expenses associated with non-scheduled deliveries requested by Hospital.
- (c) All blood and blood components supplied to Hospital will be accompanied by appropriate documentation. Blood and blood components will be transported to Hospital in a validated manner so that the blood and blood components remain within required specification throughout the transport period. Upon delivery to Hospital, the Hospital shall be responsible for any loss, destruction, or damage to the units of blood or blood components.

1.3 Return of Blood and Blood Components. VITALANT may permit or request Hospital to return blood or blood components, subject to the Hospital's compliance with the requirements of VITALANT's Return Policy, attached as Exhibit A and incorporated herein by reference.

1.4 Hospital Notification. If VITALANT becomes aware that blood or a blood component is potentially infectious, including with human immunodeficiency virus (HIV) or hepatitis C virus (HCV), and may have been provided to Hospital, VITALANT shall notify Hospital in compliance with regulatory requirements of FDA. Where required or allowed by law, notification to Hospital may be provided through a state department of health or similar government agency. If directed by VITALANT or required by law, Hospital shall notify the recipient of the blood or blood component or, in Hospital's discretion, the recipient's physician. Notification shall be provided as follows:

- (a) Within three (3) calendar days after identifying blood or blood components previously collected from donors who have subsequently tested reactive for infectious disease markers (IDM) which require notification by law, or from donors who are determined to be at increased risk for transmitting HCV or HIV infection, VITALANT shall:
  - (i) Quarantine all in-date blood and blood components identified from the donor if intended for use in another person or for further manufacture into injectable products; and
  - (ii) Notify consignees to quarantine all in-date blood and blood components identified from the donor if intended for use in another person or for further manufacture into injectable products.

CONFIDENTIAL

- (b) If necessary, VITALANT shall notify consignees of the donor's additional test results within forty-five (45) calendar days of a reactive test for IDM.
- (c) VITALANT shall comply with all applicable "Lookback" requirements for notification, quarantine and return of blood and blood components as set forth in 21 C.F.R. 610.46–610.47 and relevant FDA Guidance for Industry.

1.5 Reference Laboratory Services. If Hospital requests that VITALANT provide reference laboratory services to Hospital as described in Exhibit C ("Lab Services"), Hospital will collect and transmit specimens to VITALANT for Lab Services and will: (i) ensure that such collection and transmission is performed in accordance with applicable laws and Hospital's policies and procedures; (ii) ensure that such requests are accompanied by an appropriate licensed independent practitioner order and otherwise ensure that Hospital complies with all billing and legal requirements related to receipt of Lab Services, and (iii) assume all of the costs associated with such collection and transmission. VITALANT will notify Hospital of the receipt of any specimen which it believes is not suitable for analysis due to improper collection or degradation of the specimen in transit. VITALANT shall perform requested Lab Services and deliver the result of Lab Services in a manner that is consistent with current industry standards.

## 2. RESPONSIBILITIES OF HOSPITAL

2.1 Payment for Blood or Blood Components and Lab Services. Hospital shall pay to VITALANT the Blood Service Fees and the Lab Services Fees as provided in Section 3 of this Agreement.

2.2 Delivery and Storage of Blood or Blood Components. Hospital is responsible for inspecting all blood or blood components upon delivery and shall notify VITALANT immediately of any blood or blood components found to be damaged, abnormal in appearance, received at unacceptable temperatures, or if there appear to be any testing, labeling or shipping errors. Hospital shall furnish storage units restricted to storage of blood and other biologicals that are capable of maintaining required storage temperatures as specified in Title 21 of the Code of Federal Regulations and standards of the AABB and that are equipped with a continuous temperature monitoring system that records temperatures at least once every four (4) hours ("Storage Units"). Hospital shall verify continuous storage temperature of each Storage Unit and shall maintain such documentation. Hospital agrees to provide Storage Unit temperature records to VITALANT upon request and for any blood or blood components which VITALANT authorizes Hospital to return. Hospital shall notify VITALANT of any deviation of temperatures outside of the acceptable range during the storage of blood and blood components within twenty-four (24) hours of such occurrence and shall not return to VITALANT of any blood or blood components subjected to temperatures outside the acceptable temperature range.

2.3 Inspection of Storage Facilities. Upon request by VITALANT or any licensing, regulating or accrediting agency or organization to which VITALANT is subject, including FDA, AABB and the College of American Pathologists ("CAP"), Hospital shall allow on-site inspections of blood storage facilities and Storage Units upon reasonable notice during normal business hours by VITALANT or any applicable regulatory or accrediting agency applicable to VITALANT. Hospital shall further allow VITALANT or any such regulatory or accrediting agency to review and

## CONFIDENTIAL

copy, without charge, Hospital's standard operating procedures for blood storage and quality assurance or any other similar or related records.

#### 2.4 Compliance.

- (a) Hospital will report to VITALANT within twenty-four (24) hours of discovery all transfusion adverse reactions which occur in blood or blood component recipients when the reaction is suspected to be due to an attribute specific to the donor or the processing of the blood or blood component. All clinically-significant reactions, infections or infectious diseases in recipients of blood or blood components that could have resulted from transfusion of blood or blood components provided under this Agreement and for which another more likely cause is not apparent should be reported to VITALANT immediately upon discovery. Hospital reports made verbally shall be followed up by a written report within forty-eight (48) hours of telephone notification. Hospital will cooperate fully in any investigation of serious reactions due to, or associated with, transfusion. If any transfusion is associated with a fatality, such event also must be reported by Hospital to the FDA in accordance with applicable federal regulations.
- (b) Hospital shall cooperate fully and expeditiously with all requests to quarantine and return blood and blood components as part of retrievals, recalls or market withdrawals of blood and blood components, as reasonably requested by VITALANT.
- (c) Hospital shall comply with all applicable "Lookback" requirements for notification, quarantine and return of blood and blood components as set forth in 21 C.F.R. 610.46–610.47 and relevant FDA Guidance for Industry.
- (d) Hospital shall utilize blood and blood components provided pursuant to this Agreement for purposes of transfusion to patients, or such products will be returned to VITALANT, or expired and discarded, in compliance with this Agreement.

2.5 Utilization. Hospital will cooperate with VITALANT in balancing the available blood supply with the healthcare community's needs. Hospital agrees to temporarily adjust stock inventory when deemed necessary by VITALANT during blood product shortages, disaster, or to meet urgent needs in another part of the healthcare community. When medically appropriate, Hospital agrees to first use shorter dated blood and blood components, and release in a timely manner untransfused, crossmatched blood and blood components for other patient use upon request by VITALANT. In the event of a critical supply shortage, emergency, or disaster, VITALANT may reasonably request that Hospital limit the use of blood or blood components to emergency situations, and Hospital agrees to consider with any such request. This may result in a reduction in Hospital's stock inventory level for the duration of the shortage, emergency or disaster.

2.6 Transfer. Except in emergency situations, blood or blood components provided to the Hospital may not be sold, assigned, exchanged, or transferred to any facility, other than a

**CONFIDENTIAL**

facility identified in this Agreement, without the prior written authorization of VITALANT. Hospital shall notify VITALANT within 24 hours, in writing, in the event of an emergency that required a transfer without prior authorization of VITALANT and shall retain records to track the disposition of the transferred blood or blood component.

**3. FEES AND BILLING**

3.1 **Blood Service Fees.** VITALANT charges a blood service fee (the “Blood Service Fees”) to cover the costs associated with collecting, processing, testing, and delivering blood and blood components for patient use and to advance VITALANT's nonprofit mission so that it may continue to provide services. The Blood Service Fee Schedule and related product-specific addendums are attached hereto as Exhibit B (including Exhibit B-1 “Blood Service Fee Schedule,” Exhibit B-2 “COVID Convalescent Plasma Addendum,” and Exhibit B-3 “PRT Platelet Products Addendum”) and incorporated herein by reference. Hospital agrees to pay to VITALANT the Blood Service Fees as set forth in Exhibit B. The fees set forth in Exhibit B are based on the annual volume projections for the Initial Term of this Agreement. Except where otherwise noted in Exhibit B, VITALANT and Hospital agree that the Blood Service Fees set forth in Exhibit B shall remain fixed for the Initial Term, with the express exception of any fee increase made by VITALANT pursuant to subsections 3.1.1 or 3.1.2, below. After the Initial Term of the Agreement, as defined herein, VITALANT may increase the Blood Service Fees upon ninety (90) days’ prior written notice to Hospital.

3.1.1 In consideration of additional expenses it may incur, VITALANT has the right to increase the Blood Service Fees at any time during the Term of the Agreement, upon thirty (30) days’ prior written notice to Hospital, in the event VITALANT implements a new laboratory test and/or process relating to collection and provision of blood and blood components intended to improve the safety or quality of blood or blood components provided to Hospital and as required by FDA or applicable state law or as advisable pursuant to professional standards, including standards, guidance or recommendations issued by or through the FDA, AABB or other professional organizations. Upon request of Hospital, VITALANT shall provide verification of any such requirement or recommendation of FDA, state law, and/or professional standards, including standards, guidance or recommendations issued by or through the AABB or other professional organizations, which lead to the fee increase and associated costs to Vitalant.

3.1.2 Recognizing the common distribution of blood types among the blood donor population and the additional cost associated with acquiring Group O Red Blood Cells beyond the normal distribution, the fees referenced in Section 3 of the Agreement and Exhibit B are based upon a Group O Red Blood Cell utilization of fifty-two (52) percent or less of Hospital’s total Red Blood Cell utilization. To assist Hospital in optimizing Group O Red Blood Cell utilization, VITALANT will make its Medical Directors available to review and make recommendations for Hospital’s transfusion policies and practices based on an analysis of the Hospital’s complexity of services, and provide education and clinical support to Hospital physicians on an as-needed basis. VITALANT reserves the right to increase fees upon ninety (90) days’ written notice to Hospital if Hospital fails, after written request by VITALANT, to reduce disproportionate usage of Group O Red Blood Cells, and Hospital’s Group O Red Blood Cell utilization repeatedly rises or remains above fifty-two (52) percent of Hospital’s total Red Blood Cell utilization.

CONFIDENTIAL

3.2 Lab Services Fees. If Hospital requests that VITALANT provide Lab Services as described in Section 1.5, VITALANT shall invoice Hospital, and Hospital shall pay VITALANT, for Lab Services in accordance with the VITALANT Lab Services Fee Schedule set forth in Exhibit C, attached hereto. Hospital agrees that it has the right to bill and collect from patients or third-party payers for Lab Services performed under this Agreement. VITALANT agrees that it shall not bill any patient or third-party payer directly for any Lab Services performed under this Agreement. The Lab Services Fee Schedule is subject to change by VITALANT upon ninety (90) days' prior written notice to Hospital.

3.3 Primary Provider. Subject to the other terms and conditions of the Agreement, VITALANT and Hospital acknowledge and agree that the Blood Service Fees are offered to Hospital in consideration of VITALANT being the primary provider of blood and blood components to Hospital. Hospital may during the Term of the Agreement obtain blood or blood components from a provider other than VITALANT only if:

- (a) There is a medically emergent circumstance that VITALANT is not able to meet; or
- (b) There is a Force Majeure Event (as provided in Paragraph 7); or
- (c) An alternate supplier is needed to meet the needs of a particular patient, provided Hospital has first requested VITALANT to provide the necessary blood or blood components for the patient, and VITALANT is unable to do so; or
- (d) At the request or direction of a patient or the patient's physician, Hospital is directed to use autologous blood which is only available through a provider other than VITALANT.

Except as stated in Section 3.3 above, Hospital shall utilize VITALANT as its primary source of blood and blood components to meet all routine and emergency needs for obtaining blood or blood components during the Term of the Agreement.

3.4 Payment Terms. VITALANT shall submit invoices for Blood Service Fees and Lab Services Fees as stated in the Agreement on a semi-monthly basis. Payment of any undisputed invoice is due and payable by Hospital within thirty (30) days of invoice date. VITALANT reserves the right, in its sole discretion, to apply a late fee for past due amounts equal to an accrual of interest at one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. If Hospital's account is more than sixty (60) days past due, VITALANT reserves the right to require Hospital to pay for all future deliveries of blood or blood components or Lab Services on a Cash-on-Delivery ("COD") or Cash-in-Advance ("CIA") basis.

3.5 Access to Books and Records. To the extent required by Section 1861 of the Social Security Act, until the expiration of four (4) years after the last transaction consummated under this Agreement, VITALANT will make available, upon written request by the Secretary, the Comptroller General, or their respective duly authorized representatives, this Agreement and all

CONFIDENTIAL

books, documents and records of VITALANT that are necessary to certify the nature and extent of the fees under this Agreement. If VITALANT carries out the duties of this Agreement through a permitted subcontract worth \$10,000 or more over a 12-month period with a related organization, to the extent required by Section 1861, the subcontract also must contain an access clause to permit access by the Secretary, the Comptroller General and their respective duly authorized representatives to the related organization's books, documents and records.

#### 4. TERM AND TERMINATION

4.1 Term. The term of the Agreement shall be a **thirty-five (35) month** period beginning on February 1, 2024 and ending on December 31, 2026 (the "Initial Term"). The Agreement will automatically renew for no more than two (2) successive one (1) year periods after the Initial Term (each a "Renewal Term" or collectively the "Term") in accordance with and subject to the terms and conditions hereof.

4.2 Non-renewal. Either party may prevent renewal of this Agreement by providing the other party with written notice at least ninety (90) days prior to the expiration of the Initial Term or a Renewal Term, which termination shall be effective no earlier than the end of the Initial Term or Renewal Term.

4.3 Termination with Cause. Either party may terminate the Agreement upon the material breach of the Agreement by the other party by giving the other party thirty (30) days' prior written notice. If the material breach is not cured by the breaching party within thirty (30) days of receipt of the notice or some other time period agreed to in writing between the parties, the Agreement shall terminate at the end of such thirty (30) day period. Vitalant may terminate the Agreement if Hospital fails to pay any amount when due hereunder and such failure continues more than five (5) calendar days after our written notice of non-payment to Hospital.

#### 5. INDEMNIFICATION AND INSURANCE

5.1 Indemnification by VITALANT. VITALANT agrees to indemnify, defend and hold harmless Hospital, its officers, directors, employees, and agents for such portion of any and all expenses, costs, damages (including reasonable attorneys' fees and expenses) for claims asserted against Hospital based on allegations of negligence or intentional misconduct in collecting, testing, processing, packaging or distributing blood or blood components provided to Hospital by VITALANT under the Agreement such that the alleged negligence or intentional misconduct affects the quality or purity of the blood or blood components. Such indemnification is intended to cover Hospital only in connection with allegations of negligence or intentional misconduct for the above-described activities that VITALANT has agreed to perform under the terms of the Agreement. Indemnity shall be in proportion to the amount of damages reasonably attributable to VITALANT. This indemnification is contingent upon Hospital providing VITALANT with prompt, written notification of any and all occurrences which may result in a claim under this paragraph, and reasonable cooperation in the investigation and response to such occurrences or claims.

5.2 Indemnification by Hospital. Hospital agrees to indemnify, defend and hold harmless VITALANT, its officers, directors, employees, and agents for such portion of any and all expenses, costs, damages (including reasonable attorneys' fees and expenses) for claims

CONFIDENTIAL

asserted against VITALANT based on allegations of negligence or intentional misconduct of the Hospital, its employees, agents, or medical staff. Indemnity shall be in proportion to the amount of damages reasonably attributable to Hospital. This indemnification is contingent upon VITALANT providing Hospital with prompt, written notification of any and all occurrences which may result in a claim under this paragraph, and reasonable cooperation in the investigation and response to such occurrences or claims.

5.3 Insurance. Each party shall secure and maintain, at its own expense, professional liability, errors and omissions, commercial general liability, and worker's compensation and employer's liability insurance coverage with limits necessary to satisfy each party's obligations under this Agreement. Upon request, each party agrees to provide the other party with certificates of such insurance coverage.

## 6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

No laboratory tests or other procedures are presently available that can ensure that the blood or blood components provided under the Agreement are free from all agents that may cause disease or illness, including but not limited to the presence of bacteria, viruses, retroviruses and parasites. **ACCORDINGLY, VITALANT MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE BLOOD AND BLOOD COMPONENTS AND RELATED SERVICES TO BE PROVIDED UNDER THE AGREEMENT, AND NO PROVISION OF THE AGREEMENT CREATES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**EXCEPT WITH RESPECT TO INSTANCES OF INTENTIONAL MISCONDUCT, UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LIABILITY SHALL EITHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO THE OTHER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN CIRCUMSTANCES WHERE ALL OR ANY PORTION OF THE PROVISION OF THIS PARAGRAPH ARE FINALLY JUDICIALLY DETERMINED TO BE UNAVAILABLE, THE AGGREGATE LIABILITY OF EITHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, SUBCONTRACTORS OR AGENTS SHALL NOT EXCEED AN AMOUNT WHICH IS PROPORTIONAL TO THE RELATIVE FAULT THAT THEIR CONDUCT BEARS TO ALL OTHER CONDUCT GIVING RISE TO SUCH CLAIM.**

## 7. FORCE MAJEURE

Each party shall be excused from any delay in performance or from failure to perform in accordance with the terms of the Agreement to the extent that such delay or failure to perform results from any cause beyond the reasonable control of the party, regardless of whether foreseeable, including without limitation, shortage of supply of raw materials, labor shortage, labor riot or unrest, strike, acts of regulatory agencies (including FDA withdrawal and recall recommendations), public health emergencies, quarantine restrictions, man-made or natural disasters, acts of God, acts of war, terrorism, public utility interruptions, freight embargoes, unusually severe weather, discontinuance of necessary products, delay in delivery of goods or services by suppliers or subcontractors to such party, loss of goods in transit, governmental or court action, and any other cause or event beyond the reasonable control of the party (the "Force



CONFIDENTIAL

Majeure Event"). Such party shall give notice to the other party promptly in writing upon learning of the Force Majeure Event. In the event a Force Majeure Event prevents a party from complying with terms of the Agreement for more than one hundred eighty (180) days, either party may terminate the Agreement by providing thirty (30) days' prior written notice. Notwithstanding any provision to the contrary, the affected party shall not be liable to the other party for any damages arising out of the Force Majeure Event.

## 8. CONFIDENTIALITY

8.1 Confidential Information. During the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and Hospital acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement shall be received in confidence and shall be used only to carry out the terms of this Agreement. Confidential information shall not be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the Disclosing Party. Subject to this Section, Hospital agrees not to disclose any financial terms or pricing set forth in this Agreement, or any terms of this Agreement relating to the services provided to Hospital by VITALANT. The obligations under this Section do not apply to information that:

- (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party,
- (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party,
- (c) was independently developed by the Receiving Party without violation of this Agreement, or
- (d) is de-identified and/or used as part of an aggregate compilation of data such that the information cannot be reasonably attributed to a particular party or person(s), or
- (e) is required to be disclosed in response to an audit, inspection or formal inquiry by a state or federal regulating body or agency, or an applicable credentialing or accrediting organization, provided such response is limited to disclosure only of that information necessary or lawfully required to reasonably respond, and does not include disclosure of confidential or sensitive financial or fee schedule information.

If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demand to the extent permitted by law by disclosing only the minimum Confidential Information that is required to be disclosed, subject to any protective order or the like that may have been entered in the matter.

**CONFIDENTIAL**

VITALANT acknowledges that Hospital is a public-owned hospital that is subject to the provisions of the California Public Records Act, as may be amended from time to time, and as such its records are public documents available for copying and inspection by the public. If Hospital receives a request for the disclosure of any information related to this Agreement, Hospital will promptly notify VITALANT of such request and VITALANT will promptly notify Hospital of its intention to seek injunctive relief or protective order.

8.2 Privacy and Security. The parties acknowledge and agree that each will independently comply with its respective applicable state and federal laws and regulations regarding privacy and security of health information. The parties also acknowledge and agree that the products and services contemplated under this Agreement do not create a business associate relationship under the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") because the services either do not involve the exchange of protected health information ("PHI") or the exchange of PHI is for treatment purposes. Should the parties' relationship become a business associate relationship in the future based on the expansion of services by VITALANT to Hospital, the parties agree to promptly execute a mutually agreeable business associate agreement.

**9. PARTICIPATION IN FEDERAL HEALTHCARE PROGRAMS**

Each party represents and warrants that (a) neither it nor any of its affiliates that render services pursuant to this Agreement ("Relevant Affiliates") is an Excluded Person, and (b) to the best of its knowledge, none of its or its Relevant Affiliates' employees who render billable services in connection with this Agreement ("Relevant Employees") is an Excluded Person. For purposes of this Agreement, the term "Excluded Person" means a person or entity who has been excluded from participation in federal health care programs as set forth on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, and applicable state Medicaid exclusion lists. Each party shall provide prompt written notice if it or any of its Relevant Affiliates or Relevant Employees becomes an Excluded Person, and shall promptly remove any Relevant Employees from performing any services pursuant to this Agreement. If a party or any Relevant Affiliate becomes an Excluded Person, the other party shall have the right to terminate this Agreement immediately. If a Relevant Employee becomes an Excluded Person, this Agreement may be terminated, pursuant to Section 4.2 of this Agreement. However, if the party or Relevant Affiliate terminates the Relevant Employee's employment within the notice period afforded in Section 4.2, the Agreement shall not terminate and will remain in full force and effect

**10. MISCELLANEOUS**

10.1 Relationship of the Parties. The parties are, and at all times, will remain independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

10.2 Survival. The provisions of this Agreement which by their terms survive termination or expiration will continue to be enforceable notwithstanding termination.

10.3 Severability. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

## CONFIDENTIAL

provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

10.4 Assignment. Neither party may assign, delegate, or transfer in any manner the obligations and rights set forth in the Agreement without the written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign or transfer this Agreement or its rights, interests or obligation under this Agreement, without consent, to any entity which controls, is controlled by, or is under common control with, the party. This Agreement inures to the benefit of and is binding upon the permitted successors and assigns of the parties.

10.5 No Waiver. The failure of a party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by such party of any of its rights under this Agreement. No waiver by a party, whether express or implied, of any breach of any provision in this Agreement will be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No acceptance by VITALANT of any partial payment will constitute an accord or satisfaction.

10.6 Amendments. The Agreement or any part of it may be amended only by the mutual written agreement of the parties, unless otherwise provided in the Agreement.

10.7 Entire Agreement. The Agreement and the Exhibits attached hereto constitute the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written.

10.8 Notices. Any written notification required hereunder shall be sent by email, or mailed by certified mail or courier, return receipt requested, to the addresses set forth below. Notice sent by email, certified mail, or courier will be deemed delivered effective when received by the recipient thereof, with satisfactory evidence of successful delivery.

*If to* VITALANT  
*VITALANT:* Attn: VP, Client Sales  
 6210 E. Oak Street  
 Scottsdale, AZ 85257  
 legal@vitalant.org

*With a copy to:* VITALANT  
 Attn: General Counsel  
 6210 E. Oak Street  
 Scottsdale, AZ 85257  
 legal@vitalant.org  
 bshah@vitalant.org

*If to* County of Ventura  
*Hospital:* 800 South Victoria Ave.  
 Ventura, CA 93009-1080  
 Attn: General Services  
 Agency / Procurement  
 Services

*With a copy to:* Ventura County Health Care  
 Agency,  
 5851 Thille Street, Suite 1  
 Ventura, CA. 93003  
 Attn: HCA Contracts  
 hcacontracts@ventura.org

**CONFIDENTIAL**

Either party may designate another mailing address for notice for itself at any time upon written notice to the other party delivered as provided herein.

10.9 Change in Law. In the event that a change in state or federal law, including applicable regulations, or enforcement of same materially affects the Agreement, the parties shall negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days, the Agreement shall terminate at the end of such thirty (30) day period.

10.10 Third Parties. The Agreement is not intended and shall not be construed to create any rights or benefits for any person or entity not a party to the Agreement.

10.11 Exhibits. All Exhibits referred to in the Agreement are hereby incorporated herein. In the event that any provision of the Agreement conflicts with any Exhibit, the Exhibit shall control with respect to the subject matter of such Exhibit.

10.12 Ability to Enter Agreement. Each party represents and warrants that it is free to enter into the Agreement and to perform each of the terms and conditions of the Agreement, and that the individuals signing below are authorized to execute this Agreement on behalf of such parties.

10.13 Intentionally omitted.

10.14 Intentionally omitted.

10.15 Intentionally omitted.

10.16 Publicity. Neither party shall, without the prior written agreement of the other party, engage in any publicity, advertising or marketing activities relating to the Agreement, the subject matter hereof, or the other party, including but not limited to the use of a party's trademarks, trade names, logos, brands, images, icons or social media content.

10.17 Headings. The titles and headings of the various sections of this Agreement have been inserted only for convenience for reference. They are not part of this Agreement and may not be used to construe or interpret any of the terms of this Agreement.

10.18 Counterparts. The Agreement may be executed in any number or counterparts, each of which shall be deemed an original. All such counterparts together shall constitute but one and the same instrument.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE BLOCK FOLLOWS IMMEDIATELY]**

CONFIDENTIAL

**IN WITNESS WHEREOF**, the parties have executed the Agreement, through its duly authorized representatives, to be effective as of the Effective Date set forth above.

VITALANT



By (Signature)

Gary Barnes

Name (Print)

VP, Client Sales

Title (Print)

January 25, 2024

Date

County of Ventura

DocuSigned by:



By (Signature)

Sam Crostic

Name (Print)

Senior Buyer

Title (Print)

1/25/2024

Date

CONFIDENTIAL

**EXHIBIT A****Return Policy**

VITALANT may permit Hospital to return unexpired Red Blood Cells to VITALANT for credit, subject to a fifty percent (50%) restocking fee, described below, provided Hospital complies with all of the following conditions:

- (a) Hospital shall verify that proper temperature requirements have been satisfied and monitored during the storage period, in compliance with the regulatory requirements, including Title 21 of the Code of Federal Regulations and Standards of the AABB.
- (b) Hospital shall verify that the integrity of the unit container has been maintained and neither the unit container nor the affixed label is damaged, broken, disturbed, defaced, tampered with, or otherwise manipulated.
- (c) Hospital shall ensure that the original label is intact, unmarked and uncovered. Any labels or tags affixed by the Hospital to the unit must be removed prior to return.
- (d) At least two (2) crossmatch segments must remain available for use, unless VITALANT has approved use of the last crossmatch segment.
- (e) Hospital shall inspect blood products at the time of packing and shall pack products in accordance with VITALANT policies and in appropriate shipping containers. Hospital shall document that inspections have occurred in compliance with the regulatory requirements, and it shall not return blood products to VITALANT which appear unsuitable for re-issue.
- (f) All requests to receive credit for unused blood products must be received by VITALANT no more than seven (7) days from the expiration date of any such blood products.
- (g) All returned blood products must have a minimum of fourteen (14) days remaining prior to expiration at the time they are received by VITALANT.
- (h) All requests to receive credit for returned blood products must comply with the VITALANT ordering and return instructions, billing protocols and, where applicable, the on-line product management system.

A restocking fee equal to fifty (50%) percent of the fee charged for the blood product will apply to any blood product returned to VITALANT in compliance with this policy. For example, if Hospital is charged \$500 for a Red Blood Cell unit, the Hospital will pay a restocking fee of \$250 per unit for a blood product returned pursuant to this policy.

In general, STAT and ASAP orders, platelets, and frozen, specialty, altered or modified blood products are not returnable. Examples include, but are not limited to, frozen plasma, cryoprecipitate, irradiated blood products, blood products with special testing or other modification, such as CMV-negative, antigen negative, sterile docking, divided units or HLA/HPA matched units. However, in limited circumstances where VITALANT agrees to accept return of altered or modified blood products or STAT/ASAP delivered blood products, the

CONFIDENTIAL

service fees associated with Hospital's requested alteration or modification or STAT/ASAP delivery are not eligible for credit.

VITALANT may provide credit to Hospital for expired blood products received, not transfused and discarded by Hospital under the following circumstances:

- (a) Red Blood Cells are provided to Hospital less than seven (7) days prior to expiration;
- (b) Platelets are provided to Hospital less than twenty-four (24) hours prior to expiration; or
- (c) AB Red Blood Cell products.

Hospital is responsible for appropriate disposal of any expired products.

VITALANT may modify this Return Policy, in its sole discretion, upon thirty (30) days' advance written notice to Hospital.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

CONFIDENTIAL

**EXHIBIT B-1  
Blood Service Fees**

<b>Product/Service Description</b>	<b>Fee Schedule Year 1</b>	<b>Fee Schedule Year 2</b>	<b>Fee Schedule Year 3</b>
<b>RED BLOOD CELLS</b>			
Red Blood Cells Leukocytes Reduced	\$264.00	\$279.00	\$296.00
Whole Blood	\$600.00	\$600.00	\$600.00
Whole Blood Irradiated	\$650.00	\$650.00	\$650.00
<b>50PLATELET COMPONENTS</b>			
Apheresis Platelets Leukocytes Reduced	\$659.00	\$698.00	\$740.00
Pathogen Reduction Technology	See Exhibit B-3		
<b>PLASMA COMPONENTS</b>			
Fresh Frozen Plasma/FP24	\$69.00	\$73.00	\$77.00
Liquid Plasma	\$108.00	\$108.00	\$108.00
<b>CRYO COMPONENTS</b>			
Cryoprecipitate AHF	\$69.00	\$73.00	\$77.00
Cryoprecipitate AHF Pooled	\$422.00	\$447.00	\$476.00
<b>MODIFICATIONS/SERVICES</b>			
CMV Unit Test	\$80.00	\$82.00	\$84.00
Irradiation	\$70.00	\$74.00	\$78.00
STAT <sup>1</sup> Delivery by VITALANT	\$200.00	\$212.00	\$224.00
ASAP <sup>2</sup> Delivery by VITALANT	\$100.00	\$106.00	\$112.00
STAT/ASAP Delivery by third party	as invoiced		

**NOTE: Item listing represents the most commonly ordered products, modifications and services and is not exhaustive; additional products, modifications, and services may be available and will be charged appropriately when provided. For prices for other products and services, please contact your Regional Account Manager.**

<sup>1</sup>STAT: Target processing time is not more than 1 hour from the time an order is received by the blood center to the time it is ready to be shipped from the blood center. Vitalant shall not be responsible for minor delays in delivery time due to traffic, weather, or other logistics beyond its reasonable control.

<sup>2</sup>ASAP: Target processing time is not more than 4 hours from the time an order is received by the blood center to the time it is ready to be shipped from the blood center.



CONFIDENTIAL

**EXHIBIT B-2****PRT Platelet Products Addendum**

Vitalant offers pathogen-reduced platelets, also referred to as “psoralen-treated” or “pathogen reduction technology” platelets (herein “**PRT platelet(s)**”), as a manufactured-to-order product. VITALANT plans recruitment, collection, and manufacturing in an effort to meet the needs of hospital customers that commit to purchase PRT platelet products on a consistent basis.

The Agreement is supplemented as follows solely with respect to PRT platelet products provided by VITALANT to Hospital pursuant to this Addendum:

**1. Pricing.**

<b>Product/Service Description</b>	<b>Fee Schedule Year 1</b>	<b>Fee Schedule Year 2</b>	<b>Fee Schedule Year 3</b>
PRT Platelet Products	\$749.00	\$788.00	\$830.00

Notwithstanding the foregoing, in the event either: (1) new or modified testing procedures and/or systems are required by any applicable law/regulatory agency, or (2) any raw material/labor cost increases which are beyond the control of VITALANT, a fee increase for PRT platelet products in such additional amounts as are required to compensate VITALANT for such increase in costs, procedures, and/or systems will be permitted in each year of such occurrence.

**2. Ordering.** Hospital and VITALANT mutually agree on a Standing Order for PRT Platelets as set forth below:

<b>Day of Week</b>	<b>Standing Order</b>
Sunday	4
Monday	4
Tuesday	4
Wednesday	4
Thursday	4
Friday	4
Saturday	4
Total Weekly Volume Commitment	28

VITALANT will bill Hospital, and Hospital shall pay VITALANT, for the Standing Order commitment set forth above. If VITALANT is unable to supply the requested quantity of PRT platelets, VITALANT will substitute with Large Volume Delayed Sampling (“LVDS”) platelets at the contracted rate for LVDS platelets. PRT Platelets are not eligible for return.

Any revisions to the Standing Order set forth above, shall be effective only upon the mutual written agreement of the Parties. Requests to revise any particular order, if received at least forty-eight (48) hours prior to the delivery date, will be considered on a case-by-case basis,

CONFIDENTIAL

**LABORATORY SERVICES FEE SCHEDULE**  
**(Last Updated August 16, 2023)**

Name	Item Number	Description	Fee Schedule 2024 Year 1	Fee Schedule 2025 Year 2	Fee Schedule 2026 Year 3
ABO Grouping	LS005	ABO Group (serology). ABO forward and/or reverse	37.42	39.29	41.25
ABO Discrepancy	LS010	Initial investigation of ABO blood typing discrepancies. Any additional testing performed is charged separately.	54.43	57.15	60.01
Rh(D) Typing	LS015	Rh(D) Typing (serology).	24.95	26.20	27.51
Antigen Typing, Patient, per Antigen	LS025	Antigen typing of patient RBCs (serology), per antigen.	68.04	71.44	75.01
Antigen Typing, Patient, Rare, per Antigen	LS030	Rare antigen typing of patient RBCs (serology). Charged per antigen. Rare antigen examples (not all inclusive): k, Kp <sup>a</sup> , C <sup>w</sup> , Yt <sup>a</sup> , etc.	204.12	214.33	225.05
Direct Antiglobulin Test	LS040	DAT test. One charge for each reagent tested.	28.35	29.77	31.26
ABO/Rh	LS050	Includes ABO grouping (forward and reverse) and Rh(D) typing.	62.37	65.49	68.76
Antibody Screen, each	LS105	Red cell antibody screen/detection, any methodology and or additive.	102.06	107.16	112.52
4C Antibody Screen	LS110	Red cell antibody screen and autocontrol performed at 4C.	102.06	107.16	112.52
Antibody Identification Panel	LS115	Routine or selected reagent RBC panel.	149.69	157.17	165.03
Antibody Identification Panel, Rare	LS120	Rare, selected reagent RBC panel up to 6 cells, each panel set up.	226.80	238.14	250.05
Enzyme Panel - Manufactured	LS125	Testing of manufactured enzyme-treated RBC panel.	159.89	167.89	176.28
Prewarm Setup	LS130	Prewarm setup requires the aliquoting and warming of patient plasma, RBCs, saline, and other reagents to be used in testing.	113.40	119.07	125.02
Saline Replacement Setup	LS135	Saline replacement (SR) setup is the technique used to disperse suspected rouleaux in the patient plasma/serum sample.	113.40	119.07	125.02
Adsorption Procedure	LS205	Adsorption procedure autologous or allogeneic per each adsorption tube.	170.10	178.61	187.54
Red Cell Treatment	LS210	Chemical pre-modification of red cells for testing. (i.e., EGA/CHL/DTT/WARM)	170.10	178.61	187.54
Red Cell Stroma-Alloadsorption	LS215	Alloadsorption using Papain-treated human red cell stroma or RESt stroma, for each adsorption tube.	226.80	238.14	250.05
Enzyme Treatment	LS220	Pre-modification/treatment of RBCs using proteolytic enzymes (i.e., Ficin, Papain, etc.).	170.10	178.61	187.54

## CONFIDENTIAL

Elution Procedure	LS225	Procedure performed to remove antibodies from the surface of red blood cells.	103.19	108.35	113.77
Titration Studies, per Titration	LS230	Fee per titration tested.	238.14	250.05	262.55
Red Cell Separation Method	LS235	Fee for each special method used to harvest patient autologous red cells i.e., Microhematocrit or Hypotonic RBC separations.	285.77	300.06	315.06
Red Cell Separation - Percoll	LS240	Fee per Percoll treatment and red cell separation method.	385.56	404.84	425.08
Serum Neutralization/Inhibition Procedure	LS245	Fee per neutralization/inhibition serum/plasma set up.	220.00	231.00	242.55
Serum Treatment with Chemical Agents	LS250	Fee per each serum/plasma chemical treatment (i.e., 0.01 M DTT treatment)	170.10	178.61	187.54
Thermal Amplitude Test	LS255	Testing to determine cold antibodies optimal temperature of reactivity.	368.55	386.98	406.33
Polyagglutination Screen	LS260	Screen test for polyagglutination. Includes testing with human sera and lectins, if available.	148.55	155.98	163.78
Donath-Landsteiner Test	LS265	Diagnostic test of Paroxysmal Cold Hemoglobinuria (PCH).	595.35	625.12	656.38
Drug Dependent Antibody Studies	LS270	Test for identification of drug dependent antibodies.	584.01	613.21	643.87
Pathological Cold Agglutinin Screen	LS275	Test to evaluate the clinical significance of cold reactive autoantibodies.	88.45	92.87	97.51
Cold Agglutinin Titer	LS280	Titer of cold reactive autoantibodies (per titer).	153.09	160.74	168.78
Hemoglobin S	LS285	Sickle cell screen test.	102.06	107.16	112.52
Kleihauer-Betke, Quantitative	LS287	Kleihauer-Betke (KB)- is used to determine the volume of fetomaternal hemorrhage to estimate the amount of Rhlg needed to prevent alloimmunization.	226.80	238.14	250.05
Rosette Test, Qualitative	LS290	Screening test for fetomaternal hemorrhage.	113.40	119.07	125.02
Monocyte Monolayer Assay (MMA)	LS292	Monocyte Monolayer Assay used to better predict the transfusion risk of a clinically significant antibody. (Send out)	1,701.00	1,786.05	1,875.35
DAT NEG AIHA Evaluation	LS295	DAT negative Hemolytic anemia investigation (other names) Immune Hemolytic Anemia Evaluation; Micro Coombs; Super Coombs. (Send out)	907.20	952.56	1,000.19
Platelet Crossmatch Test	LS305	Platelet crossmatch by solid phase methods, per strip tested.	148.55	155.98	163.78
Platelet Antibody Screen Test	LS310	Platelet Antibody Detection using Capture-P Ready-Screen (CPRS).	179.17	188.13	197.54
Compatibility Screen	LS410	Charge for each RBC unit is screened with patient plasma/serum. Compatibility screen is not the crossmatch test of record and unit is not tagged.	102.06	107.16	112.52
*Crossmatch: Immediate Spin (IS)	LS415	IS Crossmatch by any methodology.	98.66	103.59	108.77
*Crossmatch: Antiglobulin (AHG)	LS420	Antiglobulin Crossmatch by any methodology.	141.75	148.84	156.28
*Crossmatch: Electronic (EXM)	LS425	Charge for each unit crossmatched by EXM.	96.39	101.21	106.27

## CONFIDENTIAL

<p><b>*NOTE:</b> Crossmatch fees (LS415, LS420, LS425) apply only to transfusion service arrangements. Crossmatch test of record is provided only to transfusion service customers under a Transfusion Facility Blood Services Agreement. Reference laboratory compatibility screening is provided to non-transfusion service customers under a Hospital Blood Services Agreement.</p>					
Plasma Thawing	LS435	Thawing of Plasma and Cryoprecipitate for transfusion	85.05	89.30	93.77
Blood Type Recheck	LS445	Patient ABO/Rh(D) confirmation from a 2nd specimen for transfusion of blood products.	62.37	65.49	68.76
Molecular Extended Red Cell Genotype/Phenotype	LS505	Molecular determination of allelic variants that determine common and rare red cell antigens using multiplex PCR and microarray analysis. (Send out)	464.94	488.19	512.60
Molecular Genotype-Platelet (HPA)	LS510	Molecular determination of allelic variants that determine common Human Platelet Antigens, using multiplex PCR and microarray analysis. (Send out)	362.88	381.02	400.07
RHD Genotype Test	LS515	RHD gene sequencing. Send out to a specialized genomics laboratory.	567.00	595.35	625.12
RHCE Genotype Test	LS520	RHCE gene sequencing. Send out to a specialized genomics laboratory.	737.10	773.96	812.66
Molecular Sequencing Test	LS525	Gene sequencing. Send out to a specialized genomics laboratory. Covers all non-RH sequencing, i.e., sequencing for ABO, LU, JK and other genes.	595.35	625.12	656.38
Donor/Product Search Fee, per Search	LS605	<p>Fee is applied per search when donor recruitment is required to provide products or when searching outside the <u>local</u> lab inventory for:</p> <ul style="list-style-type: none"> <li>Antigen negative red cell units</li> <li>HPA selected platelets</li> <li>HLA selected platelets</li> </ul>	209.79	220.28	231.29
Unconfirmed Antigen Request, per Component	LS610	Fee for requests of components with unconfirmed results for antigen typing or Hemoglobin S. Units are not labeled/tagged as antigen negative.	209.79	220.28	231.29
Rare Search Fee, per search	LS615	Fee for rare product search outside the Vitalant inventory.	357.21	375.07	393.82
ARDP Fee, per unit	LS620	Fee the American Rare Donor Program (ARDP) charges to the IRLs per unit they located and is shipped to requesting lab/center.	119.07	125.02	131.27
Import Fee, per unit	LS625	<p>Fee per each special typed product imported from a Non-Vitalant blood center.</p> <p>Fee does NOT include the blood product or antigen typing charges. Those will be charged when the units are shipped/issued.</p>	816.48	857.30	900.17

## CONFIDENTIAL

Transfusion Reaction Investigation - Clerical	LS705	Transfusion Reaction Investigation - Clerical. Charge in addition to the serological testing performed as part of the investigation of the reaction reported.	318.65	334.59	351.32
Transfusion Reaction Evaluation - Physician	LS710	Transfusion Reaction investigation, interpretation and written report, Physician services.	318.65	334.59	351.32
HLA Selected Platelet Fee, per Component	LS805	Fee charged for each HLA selected or HLA antibody selected platelet shipped or issued.	357.21	375.07	393.82
Antigen Typing, Donor - Confirmed or Historical, per Antigen	LS810	Donor common red cell antigen typing, per antigen.	90.72	95.26	100.02
Antigen Typing, Donor, Rare - Confirmed or Historical, per Antigen	LS815	Donor rare red cell antigen typing, per antigen.	256.28	269.10	282.56
Crossmatched Platelet Tagging, per Component	LS825	Fee per crossmatched platelet tagged issued or shipped.	170.10	178.61	187.54
Donor Antigen Screening, 1-10 Units Screened	LS830	Fee for random unit screening to find antigen negative units per batch of 1 - 10 units screened.	85.05	89.30	93.77
Rare Unit Fee, per Component	LS835	Fee for each component issued or shipped that meets the 'Rare' definition.	623.70	654.89	687.63
CMV Negative, per Component	LS845	Fee for each CMV negative component provided	84.00	88.20	92.61
Irradiation Fee, per Component	LS850	Fee for irradiation of a blood component	105.00	110.25	115.76
Additional Wash, each	LS865	Additional component wash performed, each	396.90	416.75	437.59
Aliquot Preparation, each	LS870	Blood component aliquot preparation, each	56.70	59.54	62.52
Aliquot Preparation and Syringe, each	LS875	Blood component aliquot preparation and syringe, each	68.04	71.44	75.01
On-Call Fee	LS905	On-Call Fee. Apply to Patient Testing workup or Antigen negative request outside of regularly staffed business hours.	396.90	416.75	437.59
STAT Request	LS910	STAT Patient Workup. Urgency for Patient Testing workup or Antigen negative request (move to front of the line) requested by client.	283.50	297.68	312.56
ASAP Request	LS915	ASAP Patient Workup. Special Urgency for Patient Testing workup or Antigen negative request requested by client.	226.80	238.14	250.05
External TS/ ESP - Initial Setup Fee	LS925	Initial assessment fee charged to external Transfusion Services and Emergency Services Providers	2,000.00	2,000.00	2,100.00
External TS/ESP Service Fee, monthly	LS926	Fee applied monthly to external Transfusion Services and Emergency Services Providers for administrative/regulatory services	283.50	297.68	312.56
Sample/Material Handling Fee	LS930	Fee for sample pick up or for delivery of consumables (i.e. armbands)	113.40	119.07	125.02
STAT Delivery Fee	LS940	Fee for STAT delivery of blood products.	210.00	220.50	231.53
ASAP Delivery Fee	LS955	Fee for ASAP delivery of blood products.	105.00	110.25	115.76
External TS /ESP Stocking Fee, monthly	LS960	Fee applied monthly to external Transfusion Services and Emergency Services Providers with on-hold product inventory.	567.00	595.35	625.12

CONFIDENTIAL

Blood Bank Arm Bands, per Box	LS965	Fee for supply of Blood Bank arm bands, per box.	34.02	35.72	37.51
Specimen Hold, each	LS970	Fee for holding/storing patient sample pending testing orders.	45.36	47.63	50.01

**Certificate Of Completion**

Envelope Id: 7F563AAF4BC1487E8750FAABF3A1D8F7

Status: Completed

Subject: Complete with DocuSign: Vitalant Hospital Blood Services Agreement-MA VITALANT0000FY24MA01.pdf

Type of document:

Type of Invoice:

Source Envelope:

Document Pages: 22

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Therese Garman

AutoNav: Enabled

800 S. Victoria Avenue

Enveloped Stamping: Enabled

#L4615

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

Ventura, CA 93009

Terry.Garman@ventura.org

IP Address: 157.145.220.3

**Record Tracking**

Status: Original

Holder: Therese Garman

Location: DocuSign

1/25/2024 3:31:27 PM

Terry.Garman@ventura.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO County of Ventura

Location: DocuSign

**Signer Events****Signature****Timestamp**

Sam Crostic

DocuSigned by:



Sent: 1/25/2024 3:35:08 PM

sam.crostit@ventura.org

Viewed: 1/25/2024 3:47:09 PM

Senior Buyer

Signed: 1/25/2024 3:56:08 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 157.145.220.3

**Electronic Record and Signature Disclosure:**

Accepted: 1/25/2024 3:47:09 PM

ID: 71efa700-3dbe-4d75-80a3-483ef2bde98a

**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**

Erlinda Roxas

**COPIED**

Sent: 1/25/2024 3:56:09 PM

erlinda.roxas@ventura.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/24/2024 12:01:37 PM

ID: e543861f-995f-472c-91b0-62d5e3a81467

Jason Arimura

**COPIED**

Sent: 1/25/2024 3:56:10 PM

Jason.Arimura@ventura.org

Associate Hospital Administrator-Ancillary Services

VCMC/SPH Pharmacy

Security Level: Email, Account Authentication  
(None)

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Cliff Clark  
cclark2@vitalant.org  
Security Level: Email, Account Authentication  
(None)

COPIED

Sent: 1/25/2024 3:56:11 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	1/25/2024 3:35:08 PM
Certified Delivered	Security Checked	1/25/2024 3:47:09 PM
Signing Complete	Security Checked	1/25/2024 3:56:08 PM
Completed	Security Checked	1/25/2024 3:56:11 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO County of Ventura (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 Carahsoft OBO County of Ventura:**

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: Catherine.Bek@ventura.org

#### **To advise Carahsoft OBO County of Ventura 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 Catherine.Bek@ventura.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 Carahsoft OBO County of Ventura**

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 Catherine.Bek@ventura.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 Carahsoft OBO County of Ventura**

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 Catherine.Bek@ventura.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 Carahsoft OBO County of Ventura 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 Carahsoft OBO County of Ventura during the course of your relationship with Carahsoft OBO County of Ventura.