

KENTUCKY BLOOD CENTER, INC.

Total Blood Supply Agreement

THIS AGREEMENT, made as of this ____ day of _____, 2025 by and between KENTUCKY BLOOD CENTER, INC., a corporation organized under the Kentucky Nonprofit Corporation Act, with a place of business at 3121 Beaumont Centre Circle, Lexington, Kentucky 40513 (the "Blood Center"), and Lexington-Fayette Urban County Government on behalf of Lexington Division of Fire and Emergency Services with an address of 219 E Third St, Lexington, Kentucky 40508 ("EMS").

W I T N E S S E T H:

WHEREAS, The Blood Center and the EMS have agreed to the terms and conditions upon which the Blood Center will furnish the EMS with blood and components for storage and use on its emergency vehicles, and

WHEREAS, the parties desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Supply of Blood, Components and Related Services by Blood Center.

(a) The Blood Center will provide EMS with its total supply of whole blood as required by EMS, and to the extent of their availability to the Blood Center.

(b) Unless otherwise provided in this Agreement or agreed in writing, blood and components will be provided to EMS on a consignment basis and are the property of the Blood Center until transfused or changed in status (see Section 4(c) below).

(c) The Blood Center reserves the right to allocate its available blood, components and related services between EMS and other hospitals and entities served by the Blood Center in times of shortage and in such manner as the Blood Center, in its sole discretion, deems prudent and advisable. Except as may be necessary in an emergency, EMS will not order or obtain whole blood from a party other than the Blood Center until

after EMS has placed an order for such whole blood with the Blood Center and the Blood Center has failed to fill the order in the ordinary course of its operations.

2. Manufacturing. The Blood Center will manufacture its blood and components in accordance with applicable laws and regulations, including Title 21 of the Code of Federal Regulations, AABB Standards for Blood Banks and Transfusion Services, and applicable provisions of Title 42 of the Code of Federal Regulations.

3. Orders. Blood, components and related services will be furnished by the Blood Center to EMS for pick-up by EMS at its facility at 3121 Beaumont Centre Circle, Lexington, Kentucky 40513, on a 24-hour basis, upon receipt of an order from a person authorized and designated by EMS to do so.

4. Products, Services and Fees.

(a) Products and Services. A schedule listing products and services available from the Blood Center and fees for these items is attached as Exhibit A and incorporated by reference. The Blood Center reserves the right to change fees, provided, however, that any change in the fees will be preceded by written notification to the EMS not less than ninety (90) days prior to the effective date of the change.

(b) Changes in Products and Services. The Blood Center reserves the right to change products and services, provided, however, that any change in the availability of products and services or will be preceded by written notification to EMS not less than thirty (30) days prior to the effective date of the change.

(c) Invoices and Payment. EMS will not normally be invoiced for blood and components until transfused at EMS. However, EMS may be invoiced for the units under the following circumstances: units that outdate at EMS, units that are specifically drawn, made or altered for EMS, or units that have been improperly stored or packed by EMS. Unless otherwise agreed to in writing, payment for products or services shall be made on the basis of net 30 days from the date of invoice. Invoices that are not paid within 30 days may be subject to a service charge in the amount of 12% per annum, at the discretion

of the Blood Center.

5. Processing Fees. The Blood Center and EMS mutually desire to minimize the costs of medical care to persons served by EMS generally, and specifically the cost of blood, components, and related services. The parties acknowledge that the Blood Center has furnished EMS with a fee schedule pursuant to section 4 of the Agreement. Nothing in this section shall be construed to preclude EMS from making a reasonable charge for "transfusion administration fees" or similar charges for services actually provided by EMS to the patient who received a unit of blood from the Blood Center.

6. Transfusion Procedures. EMS shall conduct and assume responsibility for all transfusion procedures, including compatibility testing, with respect to blood and components furnished by the Blood Center.

7. Reports By EMS. EMS agrees to make the following reports to the Blood Center:

(a) Its inventory of blood and components, on a daily basis.

(b) All transfusions, on a daily basis, on forms approved by the Blood Center.

(c) Any product discarded at EMS, on a daily basis, on forms approved by the Blood Center.

(d) An Occurrence Report (KBC-025) for any suspected non-conforming product immediately upon discovery.

(e) All transfusion reactions related to a blood component suspected of being non-conforming, immediately upon discovery.

(f) Pertinent information on all patients who, subsequent to transfusion, develop confirmed positive tests for viral hepatitis, HIV, or other transfusion transmissible diseases where transfusion cannot be ruled out as the source of infection. Notification shall be given as soon as reasonably possible.

(g) Pertinent information, as requested by the Blood Center, on recipients of blood components from donors who, subsequent to transfusion, develop a confirmed positive test for viral hepatitis, HIV, or other transfusion transmissible diseases.

(h) After receiving a request from the Blood Center for any of the foregoing information EMS shall make and continue to make diligent efforts to collect, verify and report such information to the Blood Center as soon as reasonably possible.

(i) Written notification of accreditation and/or registration revocation by accrediting and regulatory agencies. It is understood that the information referred to in subparagraphs (f) and (g) of this section is required pursuant to the Federal Regulation governing blood bank and transfusion facilities, and that the Blood Center requires this information to comply with such regulations.

8. Reports by Blood Center. The Blood Center agrees to make the following information/reports available to EMS.

(a) Copies of the Circular of Information, at least annually or upon any revision of said circular.

(b) Notification of receipt of blood product(s) from a donor who subsequently tests confirmatory positive for viral marker tests for: HIV, HTLV, Hepatitis B, Hepatitis C, or WNV, or as otherwise required by regulations issued by the Food and Drug Administration or other applicable law. Specifically, the Blood Center will notify EMS: (i) within 3 calendar days if the Blood Center supplied blood components collected from a donor who tested negative at the time of donation but tests reactive for evidence of HIV or HCV infection on a later donation or who is determined to be at risk for transmitting HIV or HCV infection; and (ii) within 45 days of the test, of the results of the supplemental (additional, more specific) test for HIV or HCV, as relevant, or other follow-up testing required by FDA.

(c) Notification of receipt of blood product(s) that are subsequently found to meet FDA qualifications for recall.

9. Release of Units Not Under Crossmatch. EMS agrees that all units of blood and components are provided on a consignment basis until EMS is invoiced for each unit. EMS further agrees that it will release to the Blood Center any or all uncrossmatched units in its possession for which it has not been invoiced immediately upon notification from the Blood Center.

10. Encouragement of Blood Donation. EMS and the Blood Center understand and agree that the Blood Center's ability to perform its obligations under this Agreement is directly related to its ability to recruit volunteer donors and collect blood and components. EMS agrees to encourage blood donations and to assist the Blood Center's personnel and EMS's Blood Drive Chairperson in efforts to procure blood and components within EMS's service area and that any blood drives held on EMS's premises will be conducted by and for the Blood Center. EMS will make reasonable efforts to conduct blood drives for the Blood Center not less than once during each calendar quarter.

11. Return of Outdated Units. EMS agrees to return all outdated red cells to the Blood Center within three (3) days after the expiration date on the unit.

12. Other. EMS agrees that it will adhere to the then current procedures and standards of the AABB, specifically including its standards and procedures pertaining to the handling and storage of blood and blood products. Upon reasonable advance notice to EMS, periodic inspections and/or audits may be conducted by the Blood Center to determine adherence to these procedures and standards.

13. Termination. This Agreement may be terminated by either party with written notification to the other ninety (90) days or more in advance of the effective date of termination.

14. Warranty. EMS AND THE BLOOD CENTER AGREE THAT THE BLOOD CENTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING ANY OF THE BLOOD, COMPONENTS OR SERVICES FURNISHED BY THE BLOOD CENTER, INCLUDING WARRANTIES OF QUALITY, MERCHANTABILITY, OR

FITNESS FOR A PARTICULAR PURPOSE. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

15. Notices. All notices permitted or required by this Agreement shall be sent by first class mail, postage prepaid, addressed to the appropriate persons on behalf of the respective parties and shall be effective when mailed.

16. If to the Blood Center:
Chief Executive Officer
Kentucky Blood Center, Inc.
3121 Beaumont Centre Circle
Lexington, Kentucky 40513

If to EMS:
Lexington-Fayette Urban County Government on Behalf of
Lexington Division of Fire and Emergency Services
Attn: _____
219 E Third St
Lexington, Kentucky 40508

17. Anti-Fraud and Abuse Amendments of the Social Security Act. Each party, in the specific implementation of the Anti-Fraud and Abuse Amendments to the Social Security Act and regulations thereto, certifies and warrants to the other party:

(a) That the goods or services being furnished or charges for same are in compliance with requirements set forth in regulations implementing the above amendments.

(b) That it has never been suspended or excluded from participation in the Medicare/Medicaid programs and that it will immediately notify the other party of any action taken by governmental entity in a view to terminating its participation in such programs.

(c) That it will not now or at any time in the future knowingly employ or otherwise knowingly do business with firms, individuals or entities under suspension or exclusion from either the Medicare or Medicaid programs.

(d) That it will on request supply under oath a

written description of its ownership or whatever other documentation may be necessary in support thereof. It will also cooperate in the furnishing of information as to past, present or future transactions to whatever extent may be necessary to comply with applicable program requirements of the Social Security Act as amended from time to time.

(e) That it shall in addition indemnify and otherwise hold the other party harmless as to any and all costs, damages and attorney's fees which in any way arise out of any misrepresentation or as to the foregoing information to be furnished, or other breach in connection with the foregoing, including but not limited to lost reimbursement as to costs incurred by the other party.

18. Disclosure to Secretary of Health and Human Services. In order to conform this Agreement to the requirements of Section 952 of the 1980 Amendments to the Social Security Act, the parties agree that:

(a) Until the expiration of four (4) years after the termination of this Agreement, the Blood Center shall make available to the Secretary of Health and Human Services, the Comptroller General or any authorized representative, upon their written request, the Agreement and books, documents and records of the Blood Center with respect to this Agreement and the performance of it.

(b) If the Blood Center performs any of its duties under this Agreement through a subcontractor, at a cost to the Blood Center of Ten Thousand Dollars (\$10,000.00) or more during any twelve (12) month period, the Blood Center shall include in any contract with any such subcontractor a provision requiring the subcontractor to make its contracts, books, documents and records available to the persons and on the basis specified in Section 19(a), above.

19. Indemnification. The Blood Center shall indemnify and hold EMS harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the negligence or willful misconduct of the Blood Center, its agents, servants or employees. EMS shall indemnify and hold the Blood Center harmless for any and all claims, demands,

liabilities, damages and expenses connected therewith for injury to persons or damages to property caused by the negligence or willful misconduct of EMS, its agents, servants or employees.

The parties each agree to notify the other promptly of any threatened claims of liability or claims of liability with respect to which indemnification might be sought, and to fully cooperate with the party against which indemnification might be sought in the defense and mitigation of such claims and liabilities, all of which the potential indemnitor shall have the right to defend, mitigate and/or settle at such time and in such manner as it may deem advisable, in its sole discretion.

20. Insurance. The Blood Center shall maintain professional liability insurance with minimum limits of at least Two Million Dollars (\$2,000,000.00) combined single limit. The Blood Center will provide EMS with a Certificate of Insurance evidencing such coverage and provide thirty (30) days written notice to EMS prior to cancellation of such insurance.

21. Force Majeure. The Blood Center shall not be liable for any failure to deliver or furnish to EMS blood, blood components or services if such failure has been occasioned by fire, embargo, strike, failure to secure blood, components or other materials from usual sources of supply, or any other circumstance beyond the Blood Center's reasonable control.

22. Consequential or Exemplary Damages. The Blood Center shall not be liable to EMS for any consequential or exemplary damages in any action arising from the execution, performance or breach of the Agreement, regardless of the basis of the cause of the action.

23. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings with respect to the subject matter hereof.

(b) Governing Law. The validity, construction and interpretation of this Agreement shall be governed by the law of Kentucky excluding its conflicts of laws principles.

(c) Amendments. No change, modification, addition or termination of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

(d) Binding Effect. This Agreement shall be binding on the parties and their respective successors and assigns.

(e) Confidentiality. Each party shall maintain the confidentiality of and safeguard all confidential information of the other party, including without limitation, patient information, medical records, patient identifiers, policies, procedures, trade secrets, trade information, business practices, information systems, security passwords, financial information, and proprietary information (collectively referred to as "Confidential Information"), and shall not disclose such Confidential Information or make it available to any person, or use it in any way other than as contemplated by this Agreement. Each party shall further report to the other party any use or disclosure of Confidential Information that it becomes aware of and is not authorized by this Agreement. Each party's obligations to maintain and safeguard, not to disclose, and to report unauthorized disclosures of, Confidential Information shall survive the termination of this Agreement. Each party agrees to fully defend, indemnify and hold harmless the other party, its officers and directors from any and all claims, demands, losses, costs, expenses and/or damages, including attorneys' fees and related legal expenses, which may result from violations by the other party, its employees, or its agents of this provision. In the event that one party or its employees or agents fail to comply with this provision, the other party may immediately terminate this Agreement, in addition to seeking other remedies available to it at law or equity.

(f) HIPAA Act of 1996. In accordance with 45 CFR 164.502(e), the Privacy Rule includes exceptions to the Business Associate standard. The Blood Center contract and its requirements meet the following exception and does not require a Business Associate agreement in order for the Covered Entity to disclose Protected Health Information: a health care provider for treatment. Based on this exception, a Business Associate agreement is not required for this contract.

(g) Independent Contractors. The relationship between EMS and the Blood Center is that of an independent contractor. EMS and the Blood Center shall have and retain exclusive control of the management, assets, and affairs of their respective institutions. Neither party is authorized or permitted to act as an agent or employee of the other. By virtue of this Agreement neither party shall assume any liability for any debt or obligation of a financial or legal nature incurred by the other party.

(h) Other Documents. The parties shall execute and deliver such other documents and perform such further acts as shall be reasonably necessary to carry out and effectuate all of the terms and conditions of this Agreement.

(i) Assignment. This Agreement is personal to each of the parties and neither party may assign or delegate any rights or obligations Page 11 of 12 hereunder without first obtaining the written consent of the other; provided; however, EMS may assign its rights and delegate its obligations hereunder to any Affiliate of EMS, or a successor in interest of EMS and provided further that Blood Center may assign its rights and delegate its obligations hereunder to any successor in interest of Blood Center.

(j) Emergency Orders. The Blood Center will make reasonable efforts to respond to emergency orders from EMS, subject to the availability of blood and blood products at its production facility in Lexington, Kentucky. EMS will arrange to pick up the emergency order from the Blood Center's production facility in Lexington, Kentucky. EMS shall indemnify and hold the Blood Center harmless from and against any claims arising from any delayed or failed delivery of the emergency order to EMS.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

KENTUCKY BLOOD CENTER, INC.

By: Michelle VISH
Printed Name: Michelle VISH
Title: VP & CFO
Date: 3-11-2025

"BLOOD CENTER"

Lexington-Fayette Urban County Government

By: _____
Printed Name: _____
Title: _____
Date: _____

"EMS"

KENTUCKY BLOOD CENTER, INC.

Total Blood Supply Fee Schedule

Emergency Medical Services

April 1, 2025

Exhibit A

Whole Blood	\$459.50
-------------	----------