# GULF COAST REGIONAL BLOOD CENTER
# MASTER AGREEMENT

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**THIS MASTER AGREEMENT** (the "Agreement") is entered into effective as of the __ day of _____ ____ (the "Effective Date") by and between **GULF COAST REGIONAL BLOOD CENTER**, a Texas non-profit corporation, whose place of business is located at 1400 La Concha Lane, Houston, Texas 77054 ("The Blood Center") and The City of League City, a home rule municipality, whose place of business is located at 300 West Walker Street, League City, Texas 77573 ("Facility").

**RECITALS:**

A. The Blood Center is willing to provide Services (defined below) to Facility as requested by Facility.

B. Facility desires to receive certain Services from The Blood Center.

**NOW THEREFORE**, in consideration of the mutual agreements, and upon and subject to the terms and conditions herein contained, the parties agree as follows:

1. **DEFINITIONS**

The following terms when used in this Agreement shall have the following meanings:

1.1 *"AABB"* shall mean the American Association of Blood Banks.

1.2 *"C.F.R."* shall mean the Code of Federal Regulations.

1.3 *"FDA"* shall mean the United States Food and Drug Administration.

1.4 *"Force Majeure"* shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected Party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disturbances, (excluding strikes, lockouts or other industrial disputes or action among employees of Facility or its subcontractors or vendors), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, inability of The Blood Center to obtain material or rights-of-way, loss of transportation facilities ordinarily available to and used by a Party in the performance of the obligations imposed by this Agreement; where such event, occurrence, or compliance would render the affected Party's performance illegal or physically impossible.

1.5 *"Medicare or Medicaid"* shall mean the federally funded and, as applicable, partially state funded health care programs promulgated under the Social Security Act.

1.6 *"Parties"* shall mean collectively The Blood Center and Facility.

1.7 *"Party"* shall mean, as applicable, individually The Blood Center or Facility.

1.8 *"Procedures"* shall mean Blood Center's forms, standards, policies, procedures, and such other requirements that Facility must comply with, which include, but are not limited to, those standards attached hereto as Attachment C and are subject to amendment and supplementation at Blood Center's sole discretion and incorporated herein for all purposes. A copy of such amended and/or supplemented Procedures will be provided to Facility.

1.9 *"Blood Components"* shall mean collectively any and all blood, blood components, and/or blood derivates.

1.10 *"Services"* shall mean the services offered by The Blood Center with respect to the supply or transfusion of Blood Components including blood services, testing services, and/or cross-matching services as described in the Procedures.

## 2. GENERAL PROVISIONS

2.1 *Services.* The Blood Center provides Services in the Texas Gulf Coast and East Texas regions and surrounding areas. Facility requires such Services from The Blood Center. The provision of any Services by The Blood Center to Facility shall be subject to the terms and conditions of this Agreement and to the Special Terms and Conditions (the "Special Terms and Conditions" attached hereto as Attachment A) applicable to such Services. The Services shall be used solely for the care and benefit of Facility and its patients.

2.2 *Compliance with Regulatory Requirements.* This Agreement may serve as the agreement required for compliance with the federal Medicare Conditions of Participations, as well as other applicable state and federal laws, but only to the extent Facility uses regularly the Services of The Blood Center.

## 3. BLOOD CENTER'S RESPONSIBILITIES

3.1 *Services.* The Blood Center will use reasonable efforts to provide the Services requested by Facility in accordance with the Procedures. In providing such Services, The Blood Center shall at all times comply with accepted standards of the AABB and the FDA.

3.2 *Services Not Scheduled.* The Blood Center has no obligation to provide to Services to Facility not designated by this Agreement as Services.

3.3 *Disaster Plan.* In cases of natural disasters and emergencies, The Blood Center will activate its disaster plan. If for any reason, The Blood Center is unable to provide the Services, The Blood Center shall use reasonable efforts to communicate with its customers to notify them of Blood Center's inability to provide Services and to assist Facility to identify outside resources that can provide any Services needed by Facility.

## 4. FACILITY'S RESPONSIBILITIES

4.1 *Safety.* Facility recognizes that it is responsible for a standard of reasonable care to its patients, its personnel, and The Blood Center. Therefore, in order to protect the safety of The Blood Center's Services, personnel, or other third parties, Facility agrees to abide by all safety rules, regulations, and standards promulgated by the AABB and FDA related to the Services, all federal and state regulatory statutes related to the Services, the requirements set forth in Section 4.2 hereof, and any of the Facility's responsibilities set forth in the Special Terms and Conditions applicable to the Services. Failure by Facility to take reasonable care and abide by all such requirements will be considered a breach of this Agreement.

4.2 *Procedures.*

(a) Facility shall abide by the Procedures for the Services attached hereto as Attachment C, and such other requirements as may be requested by The Blood Center and disclosed to Facility.

(b) Facility shall be required to prepare, maintain and adhere to its own guidelines, policies and procedures for purposes of compliance with the Procedures, and state and federal laws related to the Services.

4.3 *Training of Personnel.* Facility shall provide training to all applicable employees and supervisory personnel to ensure compliance with Sections 4.1 and 4.2 hereof, including, but not limited to the proper handling and labeling of blood samples. In particular, Facility shall assure that its personnel are knowledgeable and trained regarding all AABB standards, federal and state regulations, and FDA standards related to the Services. Further, Facility shall be responsible to train its personnel on Facility's guidelines, policies and procedures, as well as the Procedures and requirements furnished to Facility by The Blood Center. The Blood Center shall be responsible for providing Facility with information and protocols it requires of Facility and its personnel. All training by Facility shall be documented in writing and maintained by Facility for a period of time in compliance with the Facility's policy. Facility understands that failure to comply with, and provide training mandated hereby will be considered an event of Default (as defined below).

4.4 *Regulatory Reports and Inspections.* Should Facility be inspected by any regulatory agency, state or federal, Facility shall notify immediately The Blood Center of any violation, which results from the handling of Blood Components or Services that involve The Blood Center. Facility agrees to provide The Blood Center a copy of the inspections, reports, complaints, or any other information provided to Facility by the regulatory authority.

4.5 *Transportation, Acceptance and Maintenance of Blood Components and Samples.* As applicable, The Blood Center shall be responsible for all transportation of Blood Components provided to Facility by The Blood Center, unless other arrangements for transportation of Blood Components are made pursuant to the mutual agreement of the Parties. As applicable, Facility shall be responsible for all transportation of donor and patient samples, unless other arrangements for transportation of such samples are made pursuant to the mutual agreement of the Parties. Facility shall adhere to the Procedures of The Blood Center regarding the acceptance of samples and shall ensure that all paperwork regarding the delivery and acceptance of samples is complete

and correct. Facility, when applicable, shall provide appropriate storage facilities and shipping for Blood Components in compliance with the applicable standards of the AABB and the FDA.

4.6 *Emergency Services and Disaster Recovery Plan.*

(a) *Emergency Services.* Facility must make prior arrangements with another provider for any patient requiring emergency medical attention in the event of an immediate and unanticipated need for Blood Components or for testing services.

(b) *Disaster Recovery Plan.* Facility will prepare, maintain, and adhere to its own disaster recovery and emergency backup plan, policies and procedures (the "Disaster Recovery Plan"); and Facility will train its employees, on an ongoing basis, on how to comply with the Disaster Recovery Plan.

4.7 *Transfusion Investigations.* Facility shall be responsible for paying all costs and expenses for any test performed on any patient as a result of problems, complications, errors, omissions, and/or any other irregularities resulting from a blood transfusion.

## 5. FEES

The pricing of Services shall be pursuant to the current fee schedule (the "Fee Schedule"), an example of which is attached hereto as Attachment B, but subject to change pursuant to Blood Center's sole discretion. The Blood Center reserves the right to change the Fee Schedule at any time upon written notice to Facility, a copy of the Fee Schedule is also available upon request by Facility. The Fee Schedule may be subject to, and determined by (i) Facility's payments and account status, and/or (ii) Blood Center's discretion.

## 6. FINANCIAL ARRANGEMENTS

6.1 *Financial Arrangements and Payments.* The Blood Center shall provide a written invoice each month for the Services, provided to Facility in the prior month. Each payment (the "Payment") shall be made to The Blood Center by Facility not later than twenty (20) days after the date of invoice. No exceptions will be made unless authorized by the proper authority at The Blood Center. One or more failures to make a Payment shall be an event of Default (as defined in Section 11.1 of this Agreement).

6.2 *Payment Options.* Should Facility fail to make a complete Payment, then The Blood Center reserves the right to automatically and without notice require Facility to do one or more of the following to continue receiving services:

(a) Deposit with The Blood Center funds in an amount reasonably satisfactory to The Blood Center as a surety for the payment of Services under this Agreement.

(b) Pay The Blood Center for all Services in cash upon delivery;

(c) Cause a letter of credit in the form, amount and content satisfactory to The Blood Center to be issued for the benefit of The Blood Center as a surety for the payment of Services pursuant to this Agreement;

(d) Pay an additional one percent (1%) late charge calculated on a daily basis commencing on the twenty-first (21st) day, following the date of the invoice until the full invoice amount is paid; and/or

(e) Cause the owner(s) of the Facility or other controlling Persons to execute a personal guaranty with respect to the Facility's payment obligations.

## 7. MAINTENANCE OF RECORDS

7.1 *Medical Records.* Facility shall be responsible for maintaining, in the appropriate manner and for the applicable time frame as required by state and federal law, the medical records of patients who have received Blood Components. Further, Facility shall maintain such other records regarding Services provided to or for Facility or its patients.

7.2 *Medicare or Medicaid Reporting.* To the extent applicable, the Parties shall maintain such books and records as is required by Section 1861(v)(1)(I) of the Social Security Act or any rules, regulations, or judicial or administrative interpretations or decisions promulgated or made pursuant thereto. Further, the Parties hereby agree that:

(a) Until the expiration of six (6) years after the furnishing of any service pursuant to this Agreement, the Parties shall make available, upon written request by the Secretary of the Department of Health and Human Services (the Secretary), upon request by the Comptroller General of the United States (the Comptroller General), or any of their duly authorized representatives, this Agreement, and such of its books, documents, and records that are necessary to certify the nature and extent of any costs incurred by any Party with respect to this Agreement, and the Services provided pursuant hereto, and

(b) If either Party carries out any of its duties hereunder through a subcontractor, 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.

7.3 *Automatic Amendments for Legal Compliance.* This Section 7 shall be automatically and retroactively amended, without the necessity of any action by the Parties hereto, to include the terms of any laws, rules, regulations, judicial or administrative interpretations or decisions promulgated or made under Section 1861(v)(1)(I) of the Social Security Act, to the extent that the terms of such laws, rules, regulations, interpretations or decisions differ from this section. Such automatic and retroactive amendments shall be deemed to have become effective on the Effective Date of this Agreement, unless otherwise provided by law, rules, regulations, judicial or administrative interpretation or decision, in which case the Effective Date shall be the earliest date allowable.

## 8. AUDITS

8.1 *General.* Facility acknowledges the right of The Blood Center to perform records, equipment and inventory audits. Such right to audit by The Blood Center may be promulgated by statute, regulations, code, ordinance, this Agreement, the Special Terms and Conditions, the Procedures and other requirements furnished to Facility by The Blood Center.

8.2 *Books and Records.* As applicable, pursuant to Section 7 of this Agreement Facility shall maintain certain books and records. Facility shall permit The Blood Center access and copies for the review and audit, at all reasonable times, all records and accountings related to the Agreement, including but not limited to all records, reports, documentation, patient files, and any other reports to satisfy requirements as is required by Section 1861(v)(1)(I) of the Social Security Act or any laws, rules, regulations, judicial or administrative interpretations or decisions promulgated or made pursuant thereto.

8.3 *Compliance Audits.* The Blood Center shall maintain the right to audit and review on an annual basis Facility's records, equipment, and inventory to determine whether Facility is in compliance with this Agreement. If The Blood Center, in it sole discretion, determines that Facility is in breach of this Agreement and that further audits are necessary to determine whether Facility has cured such breach, The Blood Center will have the right to conduct such additional audits. Facility will be responsible for any and all costs and expenses associated with such additional audits by The Blood Center, including any costs or expenses incurred by The Blood Center.

8.4 *Failure to Audit.* Facility's failure to permit The Blood Center to perform an audit as specified in this section shall be an event of Default.

## 9. INDEMNITY

9.1 *Indemnification by Facility.* **TO THE EXTENT ALLOWED BY TEXAS LAW, FACILITY HEREBY AGREES TO INDEMNIFY, DEFEND (AT BLOOD CENTER'S SOLE OPTION) AND HOLD HARMLESS THE BLOOD CENTER 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 OR NON-COMPLIANCE WITH ANY FEDERAL, STATE AND/OR LOCAL LAW BY FACILITY'S AGENTS OR EMPLOYEES, ARISING OUT OF OR RELATED TO THE SCHEDULED SERVICES OR THIS AGREEMENT. THE BLOOD CENTER IS NOT RESPONSIBLE FOR ANY OCCURRENCE RESULTING FROM THE FAILURE OF FACILITY TO COMPLY WITH ACCEPTED STANDARDS OF THE FDA, AABB AND ANY OTHER APPLICABLE LAWS OR AUTHORITIES.**

9.2 *Indemnification by The Blood Center.* **BLOOD CENTER HEREBY AGREES TO INDEMNIFY, DEFEND (AT FACILITY'S SOLE OPTION) AND HOLD HARMLESS FACILITY 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 OR NON-COMPLIANCE WITH ANY FEDERAL, STATE AND/OR LOCAL LAW BY BLOOD CENTER'S AGENTS OR EMPLOYEES ARISING OUT OF OR RELATED TO THE SCHEDULED SERVICES OR THIS AGREEMENT; PROVIDED, HOWEVER, THE BLOOD CENTER SHALL NOT INDEMNIFY FACILITY FOR ANY ACTS RESULTING FROM FACILITY'S SALE, BARTER, EXCHANGE, GIVE AWAY, OR TRANSFER OF ANY BLOOD, BLOOD COMPONENTS OR BLOOD DERIVATIVES PROVIDED BY THE BLOOD CENTER. FACILITY IS NOT RESPONSIBLE FOR ANY OCCURRENCE RESULTING FROM THE FAILURE OF THE BLOOD CENTER TO COMPLY WITH ACCEPTED STANDARDS OF THE FDA, AABB AND ANY OTHER APPLICABLE LAWS OR AUTHORITIES.**

9.3 *Defense of the Party to be Indemnified.* The Parties agree and stipulate that all indemnification provisions set forth in this Agreement satisfy the express negligence test. If at any time any Party to this Agreement becomes aware of the existence of a claim that could be the basis for indemnification pursuant to this Agreement, then such Party shall promptly provide the other Party with written notice of such claim. The indemnifying Party shall, in good faith and at its own expense, defend, contest, or otherwise protect against any such claims against a Party to be indemnified with, if requested by the Party to be indemnified, legal counsel reasonably acceptable to the Party to be indemnified. The Party to be indemnified shall have the right, but not the obligation, to participate, at its own expense, in the defense thereof through counsel of its own choice and shall have the right, but not the obligation, to assert any and all cross-claims or counterclaims it may have. So long as the indemnifying party is defending in good faith any such claims, the Party to be indemnified shall at all times cooperate in all reasonable ways with, make its relevant non-privileged files and records available for inspection and copying by, and make its employees available or otherwise render reasonable assistance to, the indemnifying party in connection with the defense of such claims. If the indemnifying party fails to timely defend, contest, or otherwise protect against any such claims, then the Party to be indemnified shall have the right, upon prior written notice to the indemnifying Party, but not the obligation, to defend, contest, assert cross-claims or counterclaims, or otherwise protect against any such claims and, upon prior reasonable written consent of the indemnifying Party, may make any compromise or settlement thereof and recover and be indemnified for the entire reasonable cost thereof from the indemnifying Party including, without limitation, reasonable attorneys' fees, disbursements, and all amounts paid as a result of such claims or any compromise or settlement thereof. The indemnifying Party shall not settle any claims without the prior written consent of the Party to be indemnified, which consent may be withheld in the sole discretion of the Party to be indemnified, unless such settlement involves only the payment of monetary damages by the indemnifying Party and includes a full release of the party to be indemnified. The provisions of, and the rights and obligations under this section shall survive the termination of this Agreement.

## 10. INSURANCE

10.1 *Insurance.* The Parties represent and agree that they will each have in effect and maintain continuously through the term of this Agreement, at their sole cost and expense or the cost and expense of their personnel, policies of professional and comprehensive general liability insurance, which shall not be less than $1,000,000 per occurrence and $2,000,000 in the aggregate against any claim for damages in connection with a Party's responsibility under this Agreement and the services it provides. Each Party shall, on or before the Effective Date of this Agreement, furnish to the Party 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 the Party. The terms and limits of such coverage shall be subject to the prior and continuing approval of the other Party, which approval shall not be unreasonably withheld.

10.2 *Coverage Limits*. If at any time a Party (the "Requesting Party") shall determine that the terms and limits of such coverage for the other Party (the "Receiving Party") are no longer adequate, it may require such Receiving Party to obtain 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 Receiving Party has failed to obtain such different or additional coverage, the Requesting Party may terminate this Agreement effective immediately upon the giving of notice of termination.

10.3 *Maintaining Insurance*. To the extent allowable by law, each Party shall indemnify and hold the other Party 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 a Party's failure to maintain appropriate insurance coverage pursuant to this covenant to maintain insurance.

10.4 *Additional Insured*. Should a Party ("Defaulting Party") commit an act of Default under this Agreement, the Party ("Non-Defaulting Party") reserves the right to require the Defaulting Party to place, and pay the cost for, the Non-Defaulting Party as an additional insured on all of Defaulting Party's applicable insurance policies.

## 11. DEFAULT

11.1 *Events of Default and Remedies*. Each of the following events shall be deemed to be an event of default ("Default") by Facility under this Agreement, as applicable:

(a) Failure to comply with Section 4 hereof;

(b) Failure to permit Audits as required in Section 8 above;

(c) Failure to maintain any licenses as required by AABB and FDA, or any other regulatory organization;

(d) Failure to maintain books and records as required in Section 7;

(e) Failure to comply with the Insurance requirements of Section 10;

(f) Failure to make payments within thirty (30) days after the date of The Blood Center's invoice issued to Facility;

(g) Commencement by or against Facility for proceedings in bankruptcy, or for reorganization of Facility, or for the readjustment or arrangement of Facility's debt, whether under the Bankruptcy Act of the United States of America or under any other law, whether under state or federal, now or hereafter existing for the relief of debtors, or commencement of any analogous statutory proceeding involving Facility. The acceptance by Facility of any payment as herein provided subsequent to the occurrence of this event or an event of Default shall be as compensation for the use of the Blood Components, inventory or Services, and shall in no way constitute a waiver

by The Blood Center of its right to exercise any of the remedies it has upon the occurrence of Default;

(h) A receiver or trustee is appointed for all or substantially all of the assets of Facility;

(i) The Blood Center believes, in its sole judgment, that Facility is insolvent or that the prospect of payment or performances by it under this Agreement are impaired;

(j) Any event of default set forth in the Special Terms and Conditions; and/or

(k) Facility's breach of any material provision of another agreement by and between Facility and The Blood Center.

11.2 Termination Upon Default. Upon the occurrence of any of the above described events of Default, The Blood Center shall have the option to pursue any one of the following remedies without any notice or demand whatsoever.

(a) Terminate this Agreement immediately;

(b) Require Facility to place The Blood Center as an additional insured on Facility's insurance policies as provided in Section 10;

(c) Refuse to provide Facility with the Services provided in this Agreement until such event(s) of Default is remedied; and/or

(d) Provide a cure period, wherein Facility shall comply with any part of this Agreement, which it has breached. Such cure period is at the sole discretion of The Blood Center and shall only be given upon written agreement by Blood Center's authorized officers and shall be subject to the time period and conditions specified in such notice. In no event shall there be more than two (2) cure periods provided.

## 12. TERM AND TERMINATION

12.1 *Term.* The term of this Agreement shall be for a period of one (1) year from the Effective Date, and unless otherwise terminated in accordance with its terms, shall automatically renew for successive one (1) year periods, unless either Party provides written notice thirty (30) day prior to the anniversary of the Effective Date of its intent not to renew this Agreement.

12.2 *Termination by The Blood Center for Cause.* At Blood Center's sole option, this Agreement may terminate upon any event of Default, unless a cure period has been agreed to by The Blood Center. However, should the cure period expire without Facility curing the Default, this Agreement will automatically terminate.

12.3 *Termination without Cause.* Either Party, at its option, may terminate this Agreement at will for any reason, provided such Party provides the other Party with thirty (30) days notice of such termination.

12.4 *Special Termination by The Blood Center.* The Blood Center, at its option, may terminate this Agreement:

(a) Should The Blood Center not be able to perform the Services for reasons of Force Majeure, loss of licenses or certifications by state or federal regulatory agencies.

12.5 *Special Termination by Both Parties*. In the event that any federal, state or local law or regulation currently existing or hereinafter enacted, or any final or non-appealable construction or interpretation of such law or regulation (whether federal, state or local) or enforcement of such laws or regulations hereinafter occurs that makes performance of this Agreement impossible, illegal or disqualifies a Party from providing services or precludes reimbursement relating thereto, the Parties mutually agree to enter into a modification of this Agreement to make substantial performance of this Agreement possible, legal or to qualify each Party to provide its services. However, should the Parties be unable to agree upon an appropriate modification to comply with such requirements following thirty (30) days of good faith negotiations, either Party may give written notice to immediately terminate this Agreement.

12.6 *Payment Upon Termination*. Upon termination by any Party with or without cause, both Parties agree that all amounts owed by Facility to The Blood Center are immediately due to The Blood Center.

## 13. CONFIDENTIALITY/ PROPRIETARY RIGHTS

13.1 *Materials*. Facility agrees to keep confidential and not to disclose to others at any time, except as expressly required in writing by The Blood Center or by law, any specifications, files, data, medical records, Procedures, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), secrets, proprietary or financial information, confidential technology, patient lists or trade secrets of The Blood Center, or any matter or information ascertained by Facility through Facility's relationship with The Blood Center, the use or disclosure of which might be construed to be contrary to the best interests of The Blood Center, its shareholders, officers, directors, employees, affiliates, and other physicians (the "Confidential Information").

## 14. MISCELLANEOUS

14.1 *Binding Effect; Assignment; Successors and Assigns.* All of the terms and provisions of this Agreement shall be binding upon, and shall inure to, the benefit of the Parties hereto and their respective permitted transferees, successors and assigns. This Agreement may not be assigned by any of the Parties hereto without the prior written consent of the others; provided, however, that The Blood Center may assign The Blood Center's rights and obligations under this Agreement to any subsidiary of The Blood Center or any Person or entity that controls, is controlled by or is in common control with The Blood Center or to any Person or entity that merges with or into The Blood Center or that acquires all or substantially all of the assets of The Blood Center. In the event that substantially all of Facility's assets shall be transferred or another entity of any kind succeeds to the business or management of Facility whether in connection with a merger or other reorganization of Facility or the transfer of all or substantially all of the assets and/or business of the facility to such successor, it shall be a condition of such transfer that the rights under this Agreement shall also be transferred and shall remain in full force and effect against the transferee unless The Blood Center elects to terminate this Agreement in accordance with the terms of Section 12.4. In the event of such termination, The Blood Center will have no further liability to Facility or transferee. Facility shall notify The Blood Center within ten (10)

days of an above-described transaction and shall provide written notice to the successor of this Agreement and shall obtain such successor's express written assumption of all obligations hereunder. If any successor or transferee fails to execute a written assumption by the date it succeeds to Facility's business, management or assets, such failure shall constitute a material breach of this Agreement.

14.2 *Notices.* Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent postage prepaid, via fax, by Federal Express, or by certified mail, return receipt requested, to Company and Provider at the applicable address or fax number below. The notice shall be effective on the date of delivery.

If to The Blood Center:
Mr. Brian G. Gannon
President and Chief Executive Officer
1400 La Concha
Houston, Texas 77054-1802
Fax Number: 713.791.1615
Phone Number: 713.790.1200

If to Facility:
City Attorney
300 West Walker St.
League City, TX 77573
Nghiem.doan@leaguecitytx.gov
Phone Number: 281-554-1003

14.3 *Severability.* The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

14.4 *Effect of Severable Provision.* In the event that a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially altering the obligations of either The Blood Center or Facility in such manner as, in the sole judgment of the affected Party, (1) will cause serious financial hardship to such Party, or (2) will cause such Party to act in violation of its corporate Articles or Bylaws, the Party so affected shall have the right to terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party.

14.5 *Force Majeure*. Except as otherwise provided in this Agreement, neither Facility nor The Blood Center shall be under any obligations or subject to any liability for failure to carry out respectively the terms and provisions of this Agreement during the time and to the extent that such failure is due solely to Force Majeure. 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. Nothing in this section shall be construed to relieve either Party of its obligation to pay monies due under the Agreement.

14.6 *Waiver of Breach*. No delay or omission by either Party to this Agreement in the exercise or enforcement of any of its powers or rights hereunder shall constitute a waiver of such

power or right. A waiver by either Party of any provision of this Agreement must be in writing and signed by such Party, and shall not imply subsequent waiver of that or any other provision.

14.7 *Exhibits and Attachments.* All exhibits and attachments referred to in this Agreement and attached hereto are incorporated herein by reference.

14.8 *Amendments.* Unless otherwise specifically provided herein, this Agreement may be amended or changed only in writing by The Blood Center and Facility.

14.9 *Governing Law and Venue.* This Agreement, and the rights, remedies, obligations, and duties of the parties under this Agreement, shall be governed by, 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. The venue shall lie in Harris County, Texas for any action brought to enforce or interpret this Agreement. 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.

14.10 *Entire Agreement.* This Agreement, together with its Procedures, attachments, exhibits, and all other documents incorporated herein by reference, contain the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof. Should there be a conflict with any term of this Agreement and any term of a purchase order, then the terms of this Agreement shall govern and prevail.

14.11 *Marketing and Publicity.* Neither The Blood Center nor Facility shall use the other parties name, symbols, trademarks or service marks in advertising or promotion materials or otherwise without the prior written consent of that Party.

14.12 *Other Definitions.* Wherever appropriate in this agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and the pronouns of each gender shall be deemed to comprehend either or both of the other genders and/or the neuter. As used in this Agreement, the terms "herein," "hereof" and the like, refer to this Agreement in its entirety and not to any specific section or subsection.

14.13 *Cooperation.* Both The Blood Center and Facility acknowledge that mutual cooperation and assistance is essential to either Party's performance under this Agreement; therefore, it will be the duty of both Parties to make all good faith efforts to fully cooperate in the execution of this Agreement.

14.14 *Counterparts.* This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.15 *Further Assurances.* The Parties hereto, at any time and from time to time, will execute and deliver such further instruments and take such further action as may reasonably be requested by the other Party hereto in order to cure any defects in the execution and delivery of, or to comply with or accomplish, the covenants and agreements contained in this Agreement.

14.16 *Headings.* The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. They shall not in any way limit the scope or modify the substance or context of any sections of this Agreement.

14.17 *No Rule of Construction.* The Parties acknowledge that this Agreement was initially prepared by The Blood Center solely as a convenience and that all Parties and their counsel hereto have read and fully negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties had an opportunity for their counsel to participate in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any Party.

14.18 *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.

14.19 *Independent Contractor.* Neither Facility nor Facility's representatives shall be an employee of The Blood Center for any purpose, including, without limitation, entitlement to employment benefits or the withholding, or payment, of taxes to be paid on income earned pursuant to this Agreement. Facility will be regarded as an independent contractor for all purposes, and shall represent Facility as such to third parties. This Agreement shall not make Facility an agent of The Blood Center, and Facility shall not have the authority to bind The Blood Center or transact business in The Blood Center's name, or make representations or commitments on The Blood Center's behalf, without the prior specific approval of The Blood Center. It is also agreed that in the performance of the Services, The Blood Center shall neither have nor exercise any control over the methods used by Facility to perform such services and duties. Facility shall be liable for Facility's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Facility is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations, and Facility hereby expressly agrees to provide The Blood Center with proof of filing of such returns and proof of payment of such taxes in the event such is requested of The Blood Center by federal or state tax authorities. Any such proof of filing, including tax return copies, will be provided directly to The Blood Center's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. In the event that this independent contractor relationship is determined by tax authorities to constitute an employment relationship, Facility hereby waives, for the period prior to the date such determination becomes final, any and all claims to coverage under The Blood Center pension, profit-sharing, health, dental, welfare, or similar type plans which are generally limited to The Blood Center employees, unless otherwise agreed by The Blood Center in writing.

14.20 *Compliance with State and Federal Laws and Regulations.* The Parties shall require each, as applicable, of their personnel, employees, agents, affiliates, officers, directors, shareholders, and assigns who perform services 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 (i) the FDA; (ii) the AABB; (iii) Medicare/Medicaid under the Social Security Act; (iv) the Administrative Simplification provisions of the Health Insurance Portability and Accountability

Act of 1996 and the regulations promulgated thereunder; (v) 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); (vi) the Stark Law (42 U.S.C. §1395nn); (vii) state laws and regulations regarding anti-kickback, fraud and abuse and/or self referral; and (viii) federal, state and municipal ordinances regarding blood handling. 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. 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.

14.21 Sanctioned Individuals or Entities. Each Party warrants and represents that, as of the Effective Date of this Agreement, neither itself nor any entity owning or controlling that Party has ever been either convicted of a criminal offense, assessed civil money penalties pursuant to the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, or excluded from the Medicare program or any state health care program. Each Party further warrants and represents that, as of the Effective Date of this Agreement, neither itself nor any entity owning or controlling that Party has received notification from the government that it is the subject of an action that could lead to the conviction of a criminal offense or the assessment of civil monetary penalties, or that would reasonably be expected to affect the Party's continued participation in the Medicare or any state health care program. Each Party shall notify the other, within thirty (30) days, if it receives notification from the government that it is the subject of an action that could result in the conviction of a criminal offense of the Party or any owning or controlling entity or the imposition of civil monetary penalties against the Party or any owning or controlling entity, or that would reasonably be expected to affect the Party's continued participation in the Medicare or any state health care program. Failure to timely notify the other Party as provided herein shall give the other Party the right to terminate this Agreement effective immediately.

14.22 Prohibitions Pursuant to Texas Government Code: By executing this Agreement each party verifies the following: (1) they do not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) are not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002. **(Signatures begin on next page)**

IN WITNESS WHEREOF, Facility and The Blood Center each have caused this Agreement to be executed by its duly authorized officers, effective as of the Effective Date.

**Facility:**

_____

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

Date:_____

**Blood Center:**
Gulf Coast Regional Blood Center, a Texas nonprofit corporation

By:_____
Name: Eric S Eaton
Title: Chief Financial Officer
Date: 11/27/2023

**Attachment A**
**Special Terms and Conditions**

**Attachment A**
**Special Terms and Conditions: Blood Services**

The following are the Special Terms and Conditions for Blood Services:

1. *Use and Procurement of Blood Components.* Facility will use Blood Components delivered to it hereunder only for transfusion to its patients. It will not sell, barter, exchange, give away, or transfer any of The Blood Center Blood Components to any other Person. Should Facility be required to transfer Blood Components (the "Transferred Blood") to another facility, then Facility shall obtain the written consent of The Blood Center prior to such transfer, and any unauthorized transfer by Facility will be an event of Default under the Agreement. IF FACILITY FAILS TO OBTAIN SUCH WRITTEN CONSENT PRIOR TO TRANSFER ("UNAUTHORIZED TRANSFERRED BLOOD"), FACILITY SHALL BE SOLELY RESPONSIBLE FOR SUCH UNAUTHORIZED TRANSFERRED BLOOD AND SHALL INDEMNIFY AND HOLD HARMLESS THE BLOOD CENTER FOR ANY AND ALL LIABILITY ARISING OUT OF, OR RELATED TO, THE UNAUTHORIZED TRANSFERRED BLOOD, INCLUDING ANY AND ALL LIABILITY ARISING OUT OF THE BLOOD CENTER'S NEGLIGENCE IN WHOLE OR IN PART. IN NO EVENT WILL BLOOD CENTER BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH UNAUTHORIZED TRANSFERRED BLOOD.

2. *Unavailability of Blood Components.* The Blood Center makes no representations, warranties, or guaranties to Facility as to the quantity of Blood Components that at any time is or will be available to Facility. Nothing in the Agreement or these Special Terms and Conditions shall be construed as such representation, warranty, or guaranty, and in no event shall any amount of such supply be guaranteed by The Blood Center.

3. *Quarantine, Notification, Look-Back and Reporting Duties*. Facility shall comply with all applicable FDA requirements in existence, and as may be amended from time to time, including, but not limited to, the requirements of 42 C.F.R. § 482.27(c)(3). The Facility agrees to quarantine and properly dispose of Blood Components from previous donations if The Blood Center notifies the Facility that a donor had a subsequent positive test for certain infectious diseases ("Look-Back"), as such reporting is required under federal and state laws. Facility must provide notification to the patients administered such Blood Components, or the patient's attending physician in a manner consistent with the requirements of the FDA, as may be amended from time to time to be consistent with the requirements of 42 C.F.R. § 482.27(c)(4)-(8). The Facility will also notify The Blood Center of the final disposition of the Blood Components. The Blood Center, however, shall have no responsibility, obligation or duty to notify any patient or any patient's attending physician of the results of such tests referenced in this section. The Facility agrees to notify The Blood Center of any patient who (i) is found to have potential transfusion-related infectious disease, (ii) tested positive of a potential transfusion-transmitted infectious disease, or (iii) experiences an adverse reaction during or after a transfusion. The Facility agrees to supply all necessary information to comply with required investigations. The Facility also agrees to cooperate and comply with all

applicable AABB, FDA, and Texas law requirements in existence, and as may be amended from time to time, including, but not limited to, the Look-Back procedures required by the AABB, FDA, Texas law, and The Blood Center with respect to the identification of Persons who may have been exposed to infectious diseases. Facility must maintain records of the disposition of all Blood Components in a manner that facilitates identification of the recipient of any Blood Component. In the event a complication of blood collection or transfusion is confirmed to be fatal, the Facility shall notify The Blood Center immediately, so The Blood Center and the Facility may coordinate notifying the Director of the Office of Compliance and Biologics Quality, Center for Biologics Evaluation and Research of the fatality in accordance with the requirements of 21 C.F.R. § 606.170.

4. *Inventory*. Facility shall make available for audit the inventory of Blood Components, and any such inventory, which is maintained for and/or on behalf of The Blood Center. Facility shall further provide to The Blood Center any inventory reports which Facility maintains.

5. *Equipment Audits*. The Blood Center shall maintain the right to review Facility's equipment that is used for storage of Blood Components, and the records regarding such equipment's location, usage, maintenance, and repairs.

6. *Inventory and Return of Blood Components*. The Blood Center will not accept return of Blood Components, which the Facility has attempted to return for credit to the Facility's account, except under circumstances previously arranged with The Blood Center. The return of any Blood Components shall be at the discretion of The Blood Center. Blood Components furnished by The Blood Center to Facility and not immediately used may be subject to recall by The Blood Center for emergency use, or to minimize losses due to expiration of the Blood Components. Facility must maintain and follow procedures for the handling, maintaining and storing of the Blood Components, and such procedures must be in accordance with Blood Center's Procedures, AABB standards, and FDA regulations. Facility must provide sufficient documentation of such procedures to The Blood Center. Only upon compliance with these procedures shall The Blood Center consider the return of the Blood Components.

7. *Use*. As applicable, all Blood Components ordered by Facility, if not administered to a patient, shall be either discarded in accordance with federal or state regulations, or handled as directed by The Blood Center. All bags and containers bearing The Blood Center's name or label shall, after use, subject to state and federal regulations, be discarded appropriately and not reused.

8. *Blood Drives*. To help maintain a healthy blood supply for the Gulf Coast and East Texas regions and surrounding areas, The Blood Center recommends that the Facility participate in The Blood Center's Commit for Life Program by hosting one blood drive per quarter, or a minimum of two blood drives per year.

9. *Events of Default*. The failure of Facility to comply with Section 1, 3, 4, and 7 of these Special Terms and Conditions shall be deemed an event of Default under the Agreement.

**Attachment B**
**Fee Schedule**

FULL SERVICE FEE SCHEDULE for EMERGENCY MEDICAL SERVICES FACILITIES

# Gulf Coast Regional Blood Center

Houston, Texas

Effective July 1, 2022

## Full Service Policy and Requirements

**This Full Service Fee Schedule is effective July 1, 2022. In the event that Facility receives this Full Service Fee Schedule as a result of a change in the level of service on or after July 1, 2022, this Full Service Fee Schedule will be effective as of the effective date set forth in The Blood Center's written notice to Facility regarding its change in level of service.**

**The Blood Center intends to provide Full Service for any Facility who relies on The Blood Center to provide 100% of the Facility's Services (not including any blood products and related Services the Facility produces via in-house blood collection and/or laboratory operations). The Blood Center reserves the right to review blood utilization trends to determine whether or not it will deem Facility a Full Service customer. Notwithstanding the foregoing, the Full Service Fee Schedule (and Full Service level of service) is subject to The Blood Center's sole discretion and may be changed at any time for any reason upon written notice to Facility. Full Service customers may obtain blood products and related services from other suppliers only in the event that those same products and services are first requested from Gulf Coast Regional Blood Center yet not readily available. In such cases, consent to obtain products and services from other suppliers must be obtained in writing.**

**During times of regional, national and/or global crises (natural disasters, disease epidemics/pandemics, military conflicts, acts of God, etc.) that adversely affect the available blood supply or normal demand for blood either locally or nationally, The Blood Center may temporarily modify or revoke blood return privileges in an effort to reduce product wastage and/or increase product availability.**

**DISCLAIMER: The codes listed in this fee schedule represent possible coding options only. It is always Facility's responsibility to determine and submit appropriate codes, charges, and modifiers for services that were rendered. Any determination about whether and how to seek reimbursement from third party payors should be made solely by the appropriate members of Facility's administrative or billing staff in consultation with the physician(s) rendering care and in light of the procedure performed on a particular patient and supported by the patient's medical record. The Blood Center does not endorse the use of any particular diagnosis or procedure code(s). Importantly, please note that codes can change without notice.**

| Full Description | Abbreviation (B) | HCPCS Code | Fee ($) | Note |
|---|---|---|---|---|
| **Blood and Blood Components** | | | | |
| Cryoprecipitate AHF, Single | CRYO | P9012 | 75.00 | (R2), (A) |
| Cryoprecipitate AHF, Pooled | CRYOPOOL | N/A | 400.00 | (R2), (A) |
| Pathogen Reduced Cryoprecipitated Fibrinogen Complex (derived from 2 WB) | IFC 10 | N/A | 500.00 | (R2) |
| Pathogen Reduced Cryoprecipitated Fibrinogen Complex (derived from 4 WB) | IFC 15 | N/A | 1,000.00 | (R2) |
| Pathogen Reduced Cryoprecipitated Fibrinogen Complex (derived from 6 WB) | IFC 20 | N/A | 1,500.00 | (R2) |
| Plasma, Apheresis | JFFP | N/A | 170.00 | (R2), (A) |
| Plasma, Cryoprecipitate Reduced | PLSCRYORED | P9044 | 70.00 | (R2), (A) |
| Plasma, Fresh Frozen<br>Plasma, Frozen within 24 Hours | FFP<br>FP24 | P9017<br>P9059 | 70.00<br>70.00 | (R2), (A) |
| Plasma, Liquid (by special order only. Requires at least 48-hour advance notice.) | PLASMA | N/A | 157.00 | (NR), (A) |
| Platelets, Apheresis, Pathogen-Reduced | PR PPLT | N/A | 705.00 | (R1), (B) |
| Platelets, Apheresis, Large Volume Delayed Sample | LVDS PPLT | N/A | 705.00 | (R1), (B) |
| Platelets, Apheresis, Large Volume Delayed Sample, Variable Yield | LVDS PPLT | N/A | 705.00 | (R1), (B) |
| Red Blood Cells, Deglycerolized, types A+/-, B+/-, AB+/-, O+ | LR DRBC | P9054 | 237.75 | (NR), (A) |
| Red Blood Cells, Frozen, types A+/-, B+/-, AB+/-, O+ | LR FRBC | P9054 | 237.75 | (NR), (A) |
| Red Blood Cells, Leukocyte-Reduced, types A+/-, B+/-, AB+/-, O+ | LR RBC | P9016 | 237.75 | (R3), (B) |
| Red Blood Cells, Washed, types A+/-, B+/-, AB+/-, O+ | LR WRBC | P9022 | 237.75 | (NR), (A) |

| Full Description | Abbreviation (B) | HCPCS Code | Fee ($) | Note |
|---|---|---|---|---|
| **Blood and Blood Components** | | | | |
| Whole Blood, Leukocyte-Reduced, types A+/-, B+/-, AB+/-, O+ | LR WB | N/A | 380.00 | (NR) |
| Whole Blood, Non-Leukocyte-Reduced, types A+/-, B+/-, AB+/-, O+ | WB | P9010 | 335.00 | (NR) |

| Full Description | Abbreviation (B) | HCPCS Code | Fee ($) | Note |
|---|---|---|---|---|
| **Blood and Blood Components (continued)** | | | | |
| Whole Blood – Non-Leukocyte-Reduced, Low Titer A & B (by special order only. Requires at least 24-hour advance notice.) types A+/-, B+/-, AB +/-, O+ | LOWTI WB | N/A | 375.00 | (NR), (A) |
| Red Blood Cells, Deglycerolized, type O- | LR DRBC | P9054 | 523.00 | (NR), (A) |
| Red Blood Cells, Frozen, type O- | LR FRBC | P9054 | 523.00 | (NR), (A) |
| Red Blood Cells, Leukocyte-Reduced, type O- | LR RBC | P9016 | 523.00 | (R3), (B) |
| Red Blood Cells, Washed, type O- | LR WRBC | P9022 | 523.00 | (NR), (A) |
| Whole Blood, Leukocyte-Reduced, type O- | LR WB | N/A | 658.00 | (NR) |
| Whole Blood, Non-Leukocyte-Reduced, type O- | WB | P9010 | 613.00 | (NR) |

| Full Description | Abbreviation | CPT Code | | Note |
|---|---|---|---|---|
| **Blood and Blood Components Related Services (in addition to component fee)** | | | | |
| Additive Volume Reduction | AD REDUCE | 86960 | 96.00 | (NCP) |
| Aliquot Preparation | ALIQUOT | 86985 | 35.00 | (NCP) |
| Autologous Service Charge (Gulf Coast unit) | AUTOLOGOUS | 86890 | 239.00 | (NCP) |
| CMV Antibody Negative Component | CMV | N/A | 31.00 | (NC) |
| Directed Service Charge (Gulf Coast unit) | DIRECTED | N/A | 239.00 | (NC) |
| Special Directed Service Charge | DIRECT SPECIAL | N/A | 478.00 | (NC) |
| Irradiation | IRR | 86945 | 129.00 | (NCP) |
| Pedi-Pack (4 bag set added to component) | PEDIPACK | N/A | 33.00 | (NCP) |
| Pedi-Pack (8 bag set added to component) | PEDIPACK-8 | N/A | 59.00 | (NCP) |
| Platelet Volume Reduction | VOLUME RED | N/A | 118.00 | (NCP) |
| Transfer Pack added to component | TRANSFERPK | N/A | 27.00 | (NC) |
| Type AB Plasma/Frozen Product Surcharge | AB PLS/FROZEN | N/A | 40.00 | (NCP) |

| | | | | |
|---|---|---|---|---|
| **Other** | | | | |
| Bank Fees/Wire Transfer Fees (usually international), call for specific information | N/A | N/A | Varies by Institution | N/A |
| Therapeutic Phlebotomy | N/A | N/A | Call for Charge | N/A |
| Calibrated Temperature Control Unit (TCU) | TCU | N/A | 125.00 | N/A |
| Temperature Control Unit (TCU) Re-calibration (GCRBC TCU's only) | TCUCAL | N/A | 65.00 | N/A |

## Additional HCPCS Codes for Modified Blood Components

| Modified Component | HCPCS Code | Modified Component | HCPCS Code |
|---|---|---|---|
| RBC Aliquot (specify amount) | P9011 | DRBC-IRR | P9057 |
| RBC-IRR | P9038 | PLT-IRR | P9032 |

| | | | |
|---|---|---|---|
| LR RBC-IRR | P9040 | LR PPLT-IRR | P9037 |
| LR WB or LR RBC, CMV negative | P9051 | LR PPLT, CMV negative | P9055 |
| LR RBC-IRR, CMV negative | P9058 | LR PPLT-IRR, CMV negative | P9053 |

| Full Description | Abbreviation | CPT Code | Fee ($) |
|---|---|---|---|
| **Consultation & Reference Laboratory Individual Tests and Serological Procedures** | | | |
| ABO/Rh Neonatal | ABORH NEO | 86900<br>86901 | 37.00 |
| ABO/Rh Typing | ABORH | 86900<br>86901 | 47.00 |
| Adsorption (Allo, PEG) each adsorption | ADSORP ALLO | 86978 | 104.00 |
| Adsorption (RESt, HPC) each adsorption | ADSORP | 86978 | 130.00 |
| Adsorption (Auto, Cold) each adsorption | ADSORP COLD | 86978 | 75.00 |
| Adsorption (Auto, Warm) each adsorption | ADSORP WARM | 86978 | 94.00 |
| Antibody Screen | AB SCREEN | 86850 | 57.00 |
| Antibody Titer (per antibody) (The Blood Center must confirm antibody identification) | TITER | 86886 | 86.00 |
| Cell Separation (Hypotonic Wash, Centrifugation) | HYPO WASH<br>CELL SEP | Hypo: 86970<br>Cent: 86972 | 72.00<br>72.00 |
| Chloroquine Treatment of Patient's Cells or Panel Cells | CDP | 86970 | 116.00 |
| DAT (polyspecific, IgG, C3, each) | DAT POLY, IGG OR C3 | 86880 | 26.00 |
| Donath – Landsteiner Test | DL TEST | 86941x2 | 309.00 |
| Elution | ELUTION | 86860 | 124.00 |
| Gel Test | GEL | 86850 | 237.00 |
| Miscellaneous Fees | N/A | N/A | Charges Vary |
| Neutralization | NEUTRAL | 86977 | 156.00 |
| Panel (up to 12 cells, per technique) | PANEL | 86870 | 62.00 |
| Patient antigen typing (each antigen) (C, c, E, K, A1, A, B) | Each Antigen Designation | 86905 | 28.00 |
| Patient antigen typing (each antigen) (e, s, Duffy) | | 86905 | 35.00 |
| Patient antigen typing (each antigen) (Kidd, MNS, Lewis, P1, Cw, Kpa) | | 86905 | 48.00 |
| Patient antigen typing - Miscellaneous (each antigen) | | 86905 | 60.00 |
| Ficin Treatment of Patient's Cell or Panel Cells | FICIN | 86971 | 58.00 |
| Pretreatment of Patient's RBC for testing (EGA, DTT, each treatment) | EGA, DTT | 86970 | 76.00 |
| Pretreatment of Patient's serum for testing (DTT, Saline Replacement, pH Adjustment, each treatment) | DTT, SALREP, PHADJUST | 86975 | 62.00 |
| Prewarm technique for testing (cells and/or serum) | PWARM | 86977 | 37.00 |
| Patient Blood Group Antigen DNA Analysis | DNAPT | N/A | 611.00 |
| Donor - Patient Screen (compatibility test of donor red cells patient serum/plasma - not for test of record) | DPSCREEN | 86922 | 75.00 |

| Full Description | Abbreviation | CPT Code | Fee ($) | Note |
|---|---|---|---|---|
| **Consultation & Reference Laboratory Related Services (in addition to component fee)** | | | | |
| Antigen Negative Component – E, $C^w$, A1, K, $Kp^a$, M or N (each antigen, per unit) | AG NEG GR1 | 86902 | 74.00 | (NC) |
| Antigen Negative Component – C, e, $Le^a$, or $Le^b$ (each antigen, per unit) | AG NEG GR2 | 86902 | 99.00 | (NC) |
| Antigen Negative Component – c, $Fy^a$, $Fy^b$, S or P1 (each antigen, per unit) | AG NEG GR3 | 86902 | 141.00 | (NC) |
| Antigen Negative Component – $Jk^a$ or $Jk^b$ (each antigen, per unit) | AG NEG GR4 | 86902 | 169.00 | (NC) |
| Antigen Negative Component – s (per unit) | AG NEG GR5 | 86902 | 281.00 | (NC) |
| Antigen Negative Component – Rare Antigen (each antigen, per unit) | AG NEG RARE | 86902 | 276.00 | (NC) |
| American Rare Donor Program Fee | ARDP | N/A | 155.00 | (NC) |
| Deglycerolize Red Blood Cell | DEGLYC | 86932 | 562.00 | (NCP) |
| Freezing (Red Blood Cell) | FREEZE | N/A | 424.00 | (NCP) |
| Frozen Autologous Unit Storage (one-time charge) | STORAGE | N/A | 1167.00 | (NCP) |
| Rare Unit Fee | RARE | N/A | Charges Vary | (NC) |
| Rare Unit Procurement, In Region (per unit) | PROCURERARE, IN | N/A | 224.00 | (NC) |
| Reconstituted Whole Blood | RECON WB | N/A | 281.00 | (NCP) |
| Segment (per liquid segment) | SEGMENT | N/A | 49.00* | (NC) |
| Sickle Cell Testing (Donor, each) | SC DONOR | 85660 | 49.00 | (NC) |
| Washed Red Blood Cell | WASH | N/A | 281.00 | (NCP) |

| Full Description | Abbreviation | CPT Code | Fee ($) |
|---|---|---|---|
| **Transfusion Safety Program (Applies to Compatibility Testing Clients Only)** | | | |
| SOP & Transfusion Manual Templates (electronic) | TSPSOP | N/A | 155.00 |
| Annual Staff Training | TSPTR1 | N/A | 230.00/Session |
| Nursing Education/Training for Corrective Action or Problem Resolution | TSPTR2 | N/A | 230.00/Session |
| Annual Transfusion Safety Program Review & Reporting | TSPAUD | N/A | 570.00 |
| Transfusion Manual (Hard Copy) | PROMAN | N/A | 260.00 |
| Refrigerator Audit, Quarterly | AUDITQ | N/A | 230.00 |
| Refrigerator Audit, Quarterly (Document Review) | AUDIT DOC | N/A | 77.00 |
| Refrigerator Audit, Installation Qualification | AUDIT IQ | N/A | 340.00 |

| Full Description | Abbreviation | CPT Code | Fee ($) | Note |
|---|---|---|---|---|
| **Consultation & Reference Laboratory**<br>**Compatibility Testing Services and Supplies** | | | | |
| Blood Administration Set (Y-set) | Y-SETS | N/A | 18.00 | |
| Crossmatch, Antiglobulin | XMAGT | 86922 | 105.00 | |
| Crossmatch, Electronic | XME | 86923 | 61.00 | |
| Crossmatch, Immediate Spin | XMIS | 86920 | 68.00 | |
| Crossmatch, Least Incompatible | XMLINC | 86922 | 94.00 | |
| Crossmatch, Pre-warmed | XMPW | 86922 | 105.00 | |
| Crossmatch, Problem | XM PROBLEM | 86904 | 105.00 | |
| Cryoprecipitate Thawing Charge (per unit or pool) | CRTHAW | 86927 | 47.00 | (NCP) |
| Inventory Management (per unit) | INVMGMT | N/A | 57.00 | |
| Plasma Thawing Charge (per unit) | FPTHAW | 86927 | 47.00 | (NCP) |
| Platelet Handling Fee (per Apheresis or Pooled Platelet) | PPLT HANDLE | N/A | 32.00 | (NC) |
| Service Activation Fee | ACTIVATE | N/A | 1,000.00 | |
| Specimen Pickup Charges | PICK UP | N/A | See "Transport Fees" below | |
| Medical Consultation Services – Antibody | PATH AB | 86077 | 261.00 | |
| Medical Consultation Services – Extended | PATH EXT | 86079 | 261.00 | |
| Medical Consultation Services – TRXN | PATH TRXN | 86078 | 261.00 | |
| Recollect Fee (Per Sample) | N/A | N/A | 32.00 | |
| Emergency Release | EMER REL | N/A | 261.00 | |
| Red Blood Cell Quality Control (Residual White Blood Cell Count) - Leukoreduction (Raw Data) | RWBC | N/A | 22.00 | |
| Red Blood Cell Quality Control (Residual White Blood Cell Count) - Leukoreduction (Manual Calculations) | RWBCM | N/A | 50.00 | |
| Cryo QC Testing (Fibrinogen) | CRYOQCF | N/A | 20.00 | |
| Cryo QC Testing (Factor 8) | CRYOQC8 | N/A | 60.00 | |

**NOTES:**

(A) Additional fees will be added related to modification or blood type.

(B) Collection by apheresis may be designated with code -1, -2, -3 at the end of a consignment ticket abbreviation.

N/A Not available.

* Segments are available from liquid RBCs only. No more than eight (8) RBC segments will be sent at one time. RBCs associated with the segments will be held for two (2) days; if not requested for shipment within two (2) days, the RBCs will be released into inventory.

**BLOOD AND BLOOD COMPONENT RETURN POLICIES:**

(R) Returnable for full credit if proper temperature and conditions are maintained.

(R1) Platelets, apheresis (both PR and LVDS) are returnable within 24 hours of consignment/receipt, but if consigned with 24 hours or less remaining, then not returnable. Autologous and Directed Platelets are not returnable. Hospitals are allowed a maximum return rate of 15% each quarter. Exceeding a 15% return rate will result in a fee equal to the number of units above 15% returned multiplied by the platelet fee. For example, your hospital orders and receives 100 apheresis platelets in one quarter and returns 25 of them for a 25% return rate. You will be billed an additional $7,050 (10 units x $705) on your next statement.

(R2) Returnable only when 30 days or more remain before expiration.

(R3) Red Blood Cells (RBCs), including Directed Donations, are returnable for credit provided that no less than fourteen (14) days of shelf life remain on the unit at the time of return from facility. RBCs with fewer than fourteen (14) days of shelf life remaining are not returnable for credit. If The Blood Center sends an RBC unit to a facility with fourteen (14) days or less of shelf life, we will first obtain their approval to send the unit and that same unit will be returnable for credit up to its expiration. Facilities are allowed a maximum return rate of 20% each quarter. Exceeding a 20% return rate will result in a fee equal to the number of units above 20% returned multiplied by $50. For example, your facility orders and receives 100 RBCs in one quarter and returns 30 of them for a 30% return rate. You will be billed an additional $500 (10 units x $50) on your next statement.

(NR) Not returnable for credit.

**AUTOLOGOUS PRODUCTS**:

Not returnable.

**RELATED SERVICES CREDIT POLICIES:**

(NC) Related service fee will not be credited if the corresponding blood component is returned. The corresponding blood component will be credited if it is returned in accordance with blood and blood component return policies.

(NCP) Related service fee and corresponding blood component are direct sale and non-returnable for credit.

(NCP1) Service fee is direct sale and non-returnable for credit.

**TRANSPORT FEES:**

Facility is allowed an average of one (1) delivery per location per day per month from The Blood Center storage location nearest the delivery location at no additional charge. Specimen pickups and any deliveries above the free daily delivery limit will be made as agreed-upon by Facility and The Blood Center staff, and will be assessed a transport fee that is based on the one-way mileage from The Blood Center storage location (Houston, College Station, or Nacogdoches) to the hospital as follows:

| One-way mileage from Gulf Coast Regional Blood Center Storage Location (Houston, College Station, or Nacogdoches) | Delivery Fee |
|---|---|
| 0 – 4.99 | $30 |
| 5 – 9.99 | $40 |
| 10 – 14.99 | $50 |
| 15 – 24.99 | $60 |
| 25 – 34.99 | $75 |
| 35 – 44.99 | $100 |
| 45 – 54.99 | $110 |
| 55 – 64.99 | $120 |
| 65 – 74.99 | $125 |
| 75 – 84.99 | $150 |
| 85 – 125.99 | $200 |
| 126 – 149.99 | $250 |
| 150 or more | $330 |

The number of delivery fees charged for Facilities will be the difference of the number of deliveries minus the number of days in the month being billed. For example:

- Number of deliveries in January = 61
- Number of days in January = 31
- Number of deliveries charged in January = 30

**THE BLOOD CENTER - BRAZOS VALLEY AFTER HOURS DELIVERY FEE:**

Standard operating hours for The Blood Center Brazos Valley (in College Station, Texas) are 8:00am – 6:00pm Monday – Friday, 9:00am – 2:00pm Saturday, and closed on Sunday. For Facilities served by The Blood Center - Brazos Valley, delivery service is available outside of standard operating hours for a fee of $65 per delivery. This fee will be charged in addition to any other applicable delivery charges.

**THE BLOOD CENTER - EAST TEXAS AFTER HOURS DELIVERY and CONSULTATION & REFERENCE LABORATORY FEES:**

Standard operating hours for The Blood Center – East Texas (in Nacogdoches, Texas) are 8:00am – 6:00pm Monday – Friday, 9:00am – 2:00pm Saturday, and closed on Sunday. For Facilities served by The Blood Center – East Texas, delivery service is available outside of standard operating hours for a fee of $65 per delivery. This fee will be charged in addition to any other applicable delivery charges. Consultation & Reference Laboratory services are available outside of standard operating hours for a fee of $130 per order. This fee will be charged in addition to any other applicable Consultation & Reference Laboratory Fees.

## Cost Management Offerings

1. **Quarterly 1% rebate program for early payment processing:** For each month in a quarter, Facility may receive a rebate equal to 1% of its current monthly charges paid by Facility and received by The Blood Center at our headquarters or at our banking lockbox by the 15th of the following month. Rebates are issued as a credit on Facility's invoice on a quarterly basis. (Contact Elaine Gumabong at (713) 791-6383 for more information.)

2. **Blood Usage Consultation:** The Blood Center staff can meet with Facility's blood banking staff to discuss blood usage trends and offer suggestions, where applicable, on management of this valuable resource. Physicians from The Blood Center are available for consultation as well. If you are interested in further information, please contact Marc Lewis, VP of Operations - Business Development, Production Management & Regional Operations at (713) 791-6673.

## Contact Information:

| For Issues Regarding | Contact | Direct Line | Email Address |
|---|---|---|---|
| Billing | Elaine Gumabong | (713) 791-6383 | egumabong@giveblood.org |
| Blood Ordering & Utilization | Ronda Perguson | (713) 791-6344 | rperguson@giveblood.org |
| Consultation & Reference | Khaled Sarraj | (713) 791-6343 | ksarraj@giveblood.org |
| All other service-related issues | Stephen Ruth | (713)-791-6202 | sruth@giveblood.org |

***Commit for Life.***

**Attachment C**
**Procedures**

# Blood Products

### 518.1 STORAGE OF BLOOD PRODUCTS

Blood products will be stored in a thermal protection container (cooler) that is qualified to hold chilled medical materials at a safe temperature. The cooler is to remain in the on-duty EMS Captain vehicle at all times. A spare cooler will be stored in a freezer located in the League City Fire Department EMS Supply Room.

### 518.2 EXPIRING BLOOD PRODUCTS

The EMS Captain's will monitor the expiration date of the blood products. EMS Captain's are responsible for the expiring blood product and ensuring it is exchanged appropriately and within a timely manner. The unit of blood must be exchanged with HCA Clear Lake 10 days prior to the expiration. A member of the League City Fire Department EMS command staff must deliver the unit of blood to HCA Clear Lake. HCA Clear Lake will provide a fresh unit of blood in return.

### 518.3 TEMPERATURE OF BLOOD PRODUCTS

The temperature of each cooler will be monitored 24/7 electronically by a remote wireless temperature sensor, such as the Monnit Temperature Sensor. The sensor will alert the EMS Captain via text message and email when the temperature is not at the required range. In the event of any cooler/freezer failure, the EMS Captain will ensure the blood product is quickly moved to a different cooler/freezer. The temperature sensor must be kept with the blood product at all times. If the temperature is noted outside of acceptable limits, a memo must be generated and corrective actions must be documented.

The temperature sensors of both the coolers and freezer will be tested weekly.

### 518.4 DAILY MAINTENANCE

At the beginning of every shift, the EMS Captain will exchange the cooler with the spare located in the League City Fire Department EMS Supply Room freezer.

### 518.5 ADMINISTRATION OF BLOOD PRODUCTS

Once the unit of blood is administered, it must be replaced in the following manner:

A. If the patient is transported to HCA Clear Lake, the staff will provide the crew with a new unit of blood after transfer of patient care.

B. If the patient is transported to anywhere other than HCA Clear Lake, the unit of blood will be replaced by the Gulf Coast Blood Bank. The EMS Captain will contact Gulf Coast Blood Bank informing them of the need for a new unit.

The blood administration process must be performed and monitored by the EMS Captain throughout the incident.