

## PURCHASER-SPECIFIC AGREEMENT FORM

**Purchaser/Group/IDN/Facility:**

**University Medical Center of Southern Nevada**

**Effective Date: February 1, 2026**

This Purchaser-Specific Agreement is entered into and effective on the date specified above (“Effective Date”) by and between University Medical Center of Southern Nevada (“Purchaser”) and VITALANT (“Vendor” or “VITALANT”).

A. Purchaser is a member of HealthTrust Purchasing Group, L.P., (“HealthTrust”) who is party to that certain Master Blood Purchasing Agreement with Vendor, dated August 1, 2022, HPG-37377 (the " Agreement"). In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

B. Purchaser and its locations (as included in Attachment 5 (“List of Facilities”)) desire to obtain the Services and/or Products from Vendor in accordance with the terms of the Agreement and this Purchaser-Specific Agreement (the “PSA”).

NOW, THEREFORE, in consideration of the recitals, covenants and promises herein contained, Purchaser and Vendor hereby agree to as follows:

**1) Services.** Vendor shall provide Blood Products and/or Services to Purchaser and its locations as delineated in the Agreement and in accordance with the Fee Schedule attached hereto as Attachment 1 (“Services and Products”). If Purchaser requests that Vendor provide reference laboratory services to Purchaser as described in Attachment 1 (“Services and Products - Reference Laboratory Services”), Purchaser will collect and transmit specimens to Vendor for Lab Services and will: (i) ensure that such collection and transmission is performed in accordance with applicable laws and Purchaser’s policies and procedures; (ii) ensure that such requests are accompanied by an appropriate licensed independent practitioner order and otherwise ensure that Purchaser complies with all billing and legal requirements related to receipt of Lab Services, and (iii) assume all of the costs associated with such collection and transmission. Vendor will notify Purchaser of the receipt of any specimen which it believes is not suitable for analysis due to improper collection or degradation of the specimen in transit. Vendor shall perform requested Lab Services and deliver the result of Lab Services in a manner that is consistent with current industry standards.

**2) Commencement Date and Term.** The obligations of Vendor and Purchaser shall commence on the Effective Date and shall continue for a period of thirty-six (36) months (the “Initial Term”), unless terminated pursuant to Section 3 of this PSA. The term may be extended for two (2) additional one (1) year term(s) upon mutual agreement of both Parties via an amendment to this PSA (each an “Extension Term”). The Initial Term and any “Extension Term” shall collectively be defined as the “Term.”

3) **Termination.** Vendor and Purchaser shall each have the right to terminate this PSA for cause, which is not cured within thirty (30) days following receipt of written notice thereof specifying the cause. Vendor or Purchaser shall each have the right to terminate this PSA upon thirty (30) days' written notice in the event of: (i) Purchaser ceases to be a Participant of HealthTrust during the Term of the PSA with Vendor, or (ii) the Agreement between Vendor and HealthTrust is terminated or expires. Notwithstanding the foregoing, in accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Purchaser for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then-current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

4) **Purchaser Obligations.** Purchaser shall pay for Services and/or Products as set forth in this PSA. Payment for purchases made by a Purchaser under this PSA shall be the sole responsibility of such Purchaser; Vendor agrees that HealthTrust shall have no responsibility and no obligation for such payments owed by Purchasers or for any other obligations of Purchasers under this PSA. If Purchaser's account is more than thirty (30) days past due, Vendor reserves the right to require Purchaser to pay for all future deliveries of blood, blood components, or services on a cash-on-delivery ("COD") or cash-in-advance ("CIA") basis.

5) **Direct Purchases.** Upon receipt of an order from Purchaser, Vendor will sell and deliver to Purchaser the Products and/or Services listed in the order at the prices set forth in Attachment 1, subject to availability and in accordance with the terms and conditions stated in this PSA. No minimum quantity or dollar amount shall apply to any order unless expressly stated herein.

6) **Pricing.** Prices for Products and/or Services are set forth in Attachment 1 to this PSA. The fees set forth in Attachment 1 are based on the annual volume projections for the Initial Term of this Agreement. Vendor and Purchaser agree that the Blood Service Fees set forth in Attachment 1 shall remain fixed for their respective years of the Initial Term, with the express exception of any fee increase made by Vendor pursuant to subsections 6(a) or 6(b), below.

a) In consideration of additional expenses it may incur, Vendor has the right to increase the Blood Service Fees at any time during the Term of the Agreement, upon thirty (30) days' prior written notice to Purchaser, in the event Vendor implements a new laboratory test and/or process relating to collection and provision of blood and blood components intended to improve the safety or quality of blood or blood components provided to Purchaser and as required by FDA or applicable state law or as advisable pursuant to professional standards, including standards, guidance or recommendations issued by or

through the FDA, AABB or other professional organizations. Upon request of Purchaser, Vendor shall provide verification of any such requirement or recommendation of FDA, state law, and/or professional standards, including standards, guidance or recommendations issued by or through the AABB or other professional organizations, which lead to the fee increase.

- b) Recognizing the common distribution of blood types among the blood donor population and the additional cost associated with acquiring Group O Red Blood Cells beyond the normal distribution, the fees referenced in Attachment 1 are based upon a Group O Red Blood Cell utilization of fifty-two (52) percent or less of Purchaser's total Red Blood Cell utilization. To assist Purchaser in optimizing Group O Red Blood Cell utilization, Vendor will make its Medical Directors available to review and make recommendations for Purchaser's transfusion policies and practices based on an analysis of the Purchaser's complexity of services and provide education and clinical support to Purchaser physicians on an as-needed basis.

7) **Orders.** The terms set forth in the Agreement governing the placement, cancellation, delivery and returns of orders for Products and/or Services shall apply to each order by a Purchaser, whether such order is communicated by Purchaser's purchase order form, EDI, internet e-commerce, facsimile, orally, or any other method, or whether reference is made to this PSA.

8) **Delivery.** Unless alternative arrangements are agreed upon by Vendor and Purchaser, Products will be delivered on a scheduled basis as agreed upon by Vendor and Purchaser. Vendor and Purchaser will mutually agree upon stock inventory levels for each blood component to be provided. Stock inventory levels shall be based on average daily utilization by the Purchaser, as well as complexity of services provided, trauma designation, and distance from the distribution site. Unless other arrangements are made, Vendor shall pay expenses for scheduled delivery of blood and blood components to Purchaser, using the method of delivery or shipment that Vendor determines is appropriate to the circumstances. Purchaser shall pay for expenses associated with non-scheduled deliveries requested by Purchaser. All blood and blood components supplied to Purchaser will be accompanied by appropriate documentation. Blood and blood components will be transported to Purchaser in a validated manner so that the blood and blood components remain within required specification throughout the transport period. Upon delivery to Purchaser, the Purchaser shall be responsible for any loss, destruction, or damage to the units of blood or blood components. Vendor may fill Purchaser's order for Products with similar products based on inventory and in Vendor's discretion, as set forth in the fee schedules and product addendums attached to this Agreement. Vendor will coordinate with the blood bank and/or the ordering physician, as appropriate, regarding acceptable substitute products.

9) **Inspection.** All Products shall be subject to prompt inspection and approval upon receipt by Purchaser. Any Products which do not comply with Purchaser's purchase order, including quantities and delivery time; in any way fail to comply with the warranties provided under this Agreement or with applicable law; or are damaged in shipment, discovered at time of

receipt may be rejected by Purchaser, irrespective of the date of payment. Purchaser may hold any Product rejected for reasons described herein pending Vendor's instructions, or Purchaser, at Purchaser's option, may return such Products to Vendor at Vendor's expense, F.O.B. Origin, Freight Collect. Notwithstanding the foregoing, Purchaser will not accept the following based on its applicable expiration dates, unless Vendor agrees to provide full credit for such products not utilized by the Purchaser:

- Red blood cells that expire within seven (7) days of delivery;
- Platelets (including phoresed, Vendor pooled and random donor platelets) that expire within twenty four (24) hours of delivery;
- Fresh frozen plasma that expires within sixty (60) days of delivery.

**10) Returns.** Vendor may permit Purchaser to return blood or blood components, subject to the Purchaser's compliance with the requirements of Vendor's Return Policy, attached as Attachment 2 ("Return Policy"), and incorporated herein by reference.

**11) Indemnity.**

a) Vendor agrees to and does hereby defend, indemnify and hold harmless Purchaser, its Affiliates, successors, assigns, directors, officers, agents and employees ("**Purchaser Indemnitees**") from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, and all other reasonable expenses and costs incident thereto, including reasonable attorneys' fees (collectively referred to as "**Damages**") for claims asserted against Purchaser based on (i) allegations of negligence or intentional misconduct in collecting, testing, processing, packaging, or distributing Products and/or Services; (ii) the breach or alleged breach by Vendor of the representations, warranties or covenants contained in this Agreement; or (iii) any infringement, misappropriation or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right resulting from the purchase of Products and/or Purchasers' possession and use thereof, as well as from receipt of any Services provided hereunder. Indemnity shall be in proportion to the amount of damages reasonably attributable to Vendor.

b) To the extent allowed by Nevada law. Purchaser agrees to and does hereby defend, indemnify and hold harmless Vendor, its Affiliates, successors, assigns, directors, officers, agents and employees ("**Vendor Indemnitees**") from and against any Damages for claims asserted against Vendor arising out of or based on or attributable to negligence or intentional misconduct of the Purchaser, its employees, agents, or medical staff. Indemnity shall be in proportion to the amount of damages reasonably attributable to Purchaser. .

a) If any demand or claim is made or suit is commenced against an Indemnitee (either a Vendor Indemnitee or a Purchaser Indemnitee) for which the indemnifying Party has an indemnity obligation above, written notice of such shall be provided to the indemnifying Party, the indemnifying Party shall undertake the defense of any such suit, and such Indemnitee shall

cooperate with indemnifying Party in the defense of the demand, claim or suit to whatever reasonable extent indemnifying Party requires and at Indemnifying Party's sole expense. Indemnifying Party shall have the right to compromise such claim at indemnifying Party's expense for the benefit of such Indemnitee; provided, however, indemnifying Party shall not have the right to obligate an Indemnitee in any respect in connection with any such compromise without the written consent of such Indemnitee. Notwithstanding the foregoing, if indemnifying Party fails to assume its obligation to defend, an Indemnitee may do so to protect its interest and seek reimbursement from indemnifying Party.

**12) Disclaimer of Warranties.** No laboratory tests or other procedures are presently available that can ensure that the Products provided under this PSA are free from all agents that may cause disease or illness, including but not limited to the presence of viruses and retroviruses. VENDOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE BLOOD PRODUCTS TO BE PROVIDED UNDER THE AGREEMENT, AND NO PROVISION OF THIS PSA CREATES ANY WARRANTY OF MERCHANTABILITY OR FITNESS AS TO PRODUCTS PROVIDED HEREUNDER.

**13) Insurance.** Purchaser shall secure and maintain, at its own expense, insurance coverage or programs of self-insurance for Purchaser for professional liability, errors and omissions, commercial general liability, and workers' compensation and employer's liability insurance coverage with limits necessary to satisfy its obligations under this Agreement. Vitalant shall secure and maintain insurance coverage as per the Purchasing Agreement. Upon request, each party agrees to provide the other party with certificates of such insurance coverage.

**14) Confidentiality.** During the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and Purchaser acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement shall be received in confidence and shall be used only to carry out the terms of this Agreement. Confidential information shall not be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the Disclosing Party. Purchaser agrees not to disclose any financial terms or pricing set forth in this Agreement, or any terms of this Agreement with any third party; notwithstanding the foregoing, Purchaser may disclose pricing information and terms to Valify (an Affiliate of HealthTrust as defined in the Agreement) for performance of internal analyses pursuant to a confidentiality agreement, and to other third party consultants for performance of internal analyses pursuant to a confidentiality agreement so long as Vitalant is provided advance written notice of any such disclosure to the third party consultant and an opportunity to object to such disclosure. The obligations under this Section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party; (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party; (c) was independently developed by the Receiving Party without violation of this Agreement; (d) is de-identified and/or used as part of an aggregate compilation of data such that the information cannot be reasonably attributed to a particular party or person(s);

or (e) is required to be disclosed in response to an audit, inspection or formal inquiry by a state or federal regulating body or agency, or an applicable credentialing or accrediting organization, provided such response is limited to disclosure only of that information necessary or lawfully required to reasonably respond, and does not include disclosure of confidential or sensitive financial or fee schedule information. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demand to the extent permitted by law by disclosing only the minimum Confidential Information that is required to be disclosed, subject to any protective order or the like that may have been entered in the matter. Notwithstanding anything contained in this Agreement to the contrary, Vendor acknowledges that Purchaser is a public, county-owned, hospital that is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and, as such, its records are public documents available for copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to this Agreement that Vendor has claimed to be confidential and proprietary, Purchaser will immediately notify Vendor of such demand and, if applicable, Vendor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for a protective order. The pricing contained in this Agreement is confidential and should not be disclosed except with the prior written permission of Vendor.

**14) Force Majeure** Each party shall be excused from any delay in performance or from failure to perform in accordance with the terms of the Agreement to the extent that such delay or failure to perform results from any cause beyond the reasonable control of the party, regardless of whether foreseeable, including without limitation, shortage of supply of raw materials, labor shortage, labor riot or unrest, strike, acts of regulatory agencies (including FDA withdrawal and recall recommendations), public health emergencies, quarantine restrictions, man-made or natural disasters, acts of God, acts of war, terrorism, public utility interruptions, freight embargoes, unusually severe weather, discontinuance of necessary products, delay in delivery of goods or services by suppliers or subcontractors to such party, loss of goods in transit, governmental or court action, and any other cause or event beyond the reasonable control of the party (the "Force Majeure Event"). Such party shall give notice to the other party promptly in writing upon learning of the Force Majeure Event. In the event a Force Majeure Event prevents a party from complying with terms of the Agreement for more than one hundred eighty (180) days, either party may terminate the Agreement by providing thirty (30) days' prior written notice. Notwithstanding any provision to the contrary, the affected party shall not be liable for any damages arising out of the Force Majeure Event.

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

If to Vitalant:

With a copy to:

Vitalant  
ATTN: VP, Client Sales  
6210 E. Oak Street  
Scottsdale, AZ 85257  
[legal@vitalant.org](mailto:legal@vitalant.org)

Vitalant  
Attn: General Counsel  
6210 E. Oak Street  
Scottsdale, AZ 85257  
[legal@vitalant.org](mailto:legal@vitalant.org)  
[bshah@vitalant.org](mailto:bshah@vitalant.org)

If to Purchaser:  
University Medical Center of Southern Nevada  
ATTN: Legal Department  
1800 W Charleston Blvd.  
Las Vegas, NV 89102

**16) Incorporation of Agreement.** The terms of the Agreement and this PSA shall govern the relationship of Vendor and Purchaser in relation to the provision of Services and Products. In the event of a conflict between the Agreement and this PSA, the terms set forth in the Agreement shall control. Unless expressly defined herein, all defined and capitalized terms herein shall have the meaning ascribed to them in the Agreement.

**17) On-Site Policy.** Notwithstanding anything contained herein to the contrary, if Vendor comes on-site to Purchaser's facilities, Vendor shall abide by the relevant and reasonable compliance policies of Purchaser, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Vendor upon request, and Purchaser's Vaccine Policy, as may be amended from time to time, and those which are provided to Vendor, and must register through Purchaser's vendor management/credentialing system prior to arriving on-site at any of Purchaser's facilities. Registration through Purchaser's vendor management/credentialing system is not required for Vendor's employees, agents, subcontractors and/or designees that are on-site at Purchaser's facilities for the limited purpose of product deliveries. Any individual who does not abide by Purchaser's policies may be barred from physical access to Purchaser's premises.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

VITALANT

**By:**

**Name:** Mason Van Houweling  
**Title:** Chief Executive Officer  
**Date:**

**By:**



**Name:** Gregory S. Ballish  
**Title:** VP, Sales  
**Date:** 2/6/26

**Attachment 1**

**SERVICES AND PRODUCTS**

**BLOOD SERVICE FEES**

<b>Product/Service Description</b>	<b>Fee Schedule (Year 1 2-1-2026)</b>	<b>Fee Schedule (Year 2 1-1-2027)</b>	<b>Fee Schedule (Year 3 1-1-2028)</b>
<b>RED BLOOD CELLS</b>			
Red Blood Cells Leukocytes Reduced			
Low Titer Whole Blood			
<b>PLATELET COMPONENTS</b>			
Apheresis Platelet Leukocytes Reduced			
Whole Blood Derived Pooled Platelet (WBDP Platelet) <sup>1</sup>			
Pathogen Reduction Technology Platelet (PR Platelet) <sup>2</sup>			
<b>PLASMA COMPONENTS</b>			
Frozen Plasma			
Liquid Plasma			
<b>CRYO COMPONENTS</b>			
Cryoprecipitate AHF			
Cryoprecipitate AHF Pooled			
<b>PRODUCT MODIFIERS</b>			
Irradiation (LS850/73M)			
CMV Negative (LS845/40M)			
<b>DELIVERY FEES</b>			
STAT <sup>3</sup> Order Fee (53M)			
ASAP <sup>4</sup> Order Fee (45M)			
Add-On Delivery Fee (64M)			

\*NOTE: Items listed represent the most commonly ordered products, modifications and services and is not exhaustive; additional products, modifications, and services may be available and will be charged appropriately when provided. For prices for other products and services, please contact

your Regional Account Manager. Vendor may remove IFC 15 from this Products Pricing Schedule upon thirty (30) days prior written notice to HealthTrust and/or Purchaser.

<sup>1</sup> WBDP Platelets: This price only applies if Vendor substitutes a WBDP platelet for a Large Volume Delayed Sampling 48-hour/7-day platelet at Vendor's discretion, or at such time as this product becomes available to order.

<sup>2</sup> PR Platelets (also known as Psoralen-Treated Platelets): This price only applies if Vendor substitutes a PR platelet for a standard platelet at Vendor's discretion. If the Purchaser desires to order PR platelets on a regular basis, a PR Addendum must be added to this Agreement and pricing will be provided based on volume commitments. PR Platelets provided pursuant to this Agreement may be derived from blood collected from a volunteer or compensated donor, based on inventory and in Vendor's discretion, unless otherwise determined in consultation with Purchaser or the ordering physician. The product label will clearly indicate whether Products are derived from a volunteer and/or compensated donor. Vendor represents and warrants that it will comply with all federal, state and local laws, regulations, and ordinances related to providing Products to providers using such Products for transfusion. Purchaser represents and warrants that it, and its healthcare providers, will comply with all federal, state and local laws, regulations, and ordinances related to use of such products for transfusion.

<sup>3</sup> STAT: Target processing time is not more than one (1) hour from the time an order is received by the blood center to the time it is ready to be shipped from the blood center. Vendor shall not be responsible for minor delays in delivery time due to traffic, weather, or other logistics beyond its reasonable control.

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

**REFERENCE LABORATORY SERVICES**

**LAB SERVICE FEES**

Name	Item Number	Description	Fee Schedule (Year 1 2-1-2026)	Fee Schedule (Year 2 1-1-2027)	Fee Schedule (Year 3 1-1-2028)
ABO Grouping	LS005	ABO Group (serology). ABO forward and/or reverse			
ABO Discrepancy	LS010	Initial investigation of ABO blood typing discrepancies. Any additional testing performed is charged separately.			
Rh(D) Typing	LS015	Rh(D) Typing (serology).			
Antigen Typing, Patient, per Antigen	LS025	Antigen typing of patient RBCs (serology), per antigen.			
Antigen Typing, Patient, Rare, per Antigen	LS030	Rare antigen typing of patient RBCs (serology). Charged per antigen. Rare antigen examples (not all inclusive): k, Kp <sup>a</sup> , C <sup>w</sup> , Yt <sup>a</sup> , etc.			
Direct Antiglobulin Test	LS040	DAT test. One charge for each reagent tested.			
ABO/Rh	LS050	Includes ABO grouping (forward and reverse) and Rh(D) typing.			
Antibody Screen, each	LS105	Red cell antibody screen/detection, any methodology and or additive.			
4C Antibody Screen	LS110	Red cell antibody screen and autocontrol performed at 4C.			
Antibody Identification Panel	LS115	Routine or selected reagent RBC panel.			
Antibody Identification Panel, Rare	LS120	Rare, selected reagent RBC panel up to 6 cells, each panel set up.			
Enzyme Panel - Manufactured	LS125	Testing of manufactured enzyme-treated RBC panel.			
Prewarm Setup	LS130	Prewarm setup requires the aliquoting and warming of patient plasma, RBCs, saline, and other reagents to be used in testing.			
Saline Replacement Setup	LS135	Saline replacement (SR) setup is the technique used to disperse suspected rouleaux in the patient plasma/serum sample.			
Adsorption Procedure	LS205	Adsorption procedure autologous or allogeneic per each adsorption tube.			
Red Cell Treatment	LS210	Chemical pre-modification of red cells for testing. (i.e., EGA/CHL/DTT/WARM)			
Red Cell Stroma- Alloadsorption	LS215	Alloadsorption using Papain-treated human red cell stroma or RESt stroma, for each adsorption tube.			

Enzyme Treatment	LS220	Pre-modification/treatment of RBCs using proteolytic enzymes (i.e., Ficin, Papain, etc.).
Elution Procedure	LS225	Procedure performed to remove antibodies from the surface of red blood cells.
Titration Studies, per Titration	LS230	Fee per titration tested.
Red Cell Separation Method	LS235	Fee for each special method used to harvest patient autologous red cells i.e., Microhematocrit or Hypotonic RBC separations.
Red Cell Separation - Percoll	LS240	Fee per Percoll treatment and red cell separation method.
Serum Neutralization/Inhibition Procedure	LS245	Fee per neutralization/inhibition serum/plasma set up.
Serum Treatment with Chemical Agents	LS250	Fee per each serum/plasma chemical treatment (i.e., 0.01 M DTT treatment)
Thermal Amplitude Test	LS255	Testing to determine cold antibodies optimal temperature of reactivity.
Polyagglutination Screen	LS260	Screen test for polyagglutination. Includes testing with human sera and lectins, if available.
Donath-Landsteiner Test	LS265	Diagnostic test of Paroxysmal Cold Hemoglobinuria (PCH).
Drug Dependent Antibody Studies	LS270	Test for identification of drug dependent antibodies.
Pathological Cold Agglutinin Screen	LS275	Test to evaluate the clinical significance of cold reactive autoantibodies.
Cold Agglutinin Titer	LS280	Titer of cold reactive autoantibodies (per titer).
Hemoglobin S	LS285	Sickle cell screen test.
Kleihauer-Betke, Quantitative	LS287	Kleihauer-Betke (KB)- is used to determine the volume of fetomaternal hemorrhage to estimate the amount of Rhlg needed to prevent alloimmunization.
Rosette Test, Qualitative	LS290	Screening test for fetomaternal hemorrhage.
Monocyte Monolayer Assay (MMA)	LS292	Monocyte Monolayer Assay used to better predict the transfusion risk of a clinically significant antibody. (Send out)
DAT NEG AIHA Evaluation	LS295	DAT negative Hemolytic anemia investigation (other names) Immune Hemolytic Anemia Evaluation; Micro Coombs; Super Coombs. (Send out)
Platelet Crossmatch Test	LS305	Platelet crossmatch by solid phase methods, per strip tested.
Platelet Antibody Screen Test	LS310	Platelet Antibody Detection using Capture-P Ready-Screen (CPRS).
Compatibility Screen	LS410	Charge for each RBC unit is screened with patient plasma/serum. Compatibility screen is not the crossmatch test of record and unit is not tagged.
*Crossmatch: Immediate Spin (IS)	LS415	IS Crossmatch by any methodology.

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

Transfusion Reaction Investigation - Clerical	LS705	Transfusion Reaction Investigation - Clerical. Charge in addition to the serological testing performed as part of the investigation of the reaction reported.
Transfusion Reaction Evaluation - Physician	LS710	Transfusion Reaction investigation, interpretation and written report, Physician services.
HLA Selected Platelet Fee, per Component	LS805	Fee charged for each HLA selected or HLA antibody selected platelet shipped or issued.
Antigen Typing, Donor - Confirmed or Historical, per Antigen	LS810	Donor common red cell antigen typing, per antigen.
Antigen Typing, Donor, Rare - Confirmed or Historical, per Antigen	LS815	Donor rare red cell antigen typing, per antigen.
Crossmatched Platelet Tagging, per Component	LS825	Fee per crossmatched platelet tagged issued or shipped.
Donor Antigen Screening, 1-10 Units Screened	LS830	Fee for random unit screening to find antigen negative units per batch of 1 - 10 units screened.
Rare Unit Fee, per Component	LS835	Fee for each component issued or shipped that meets the 'Rare' definition.
Additional Wash, each	LS865	Additional component wash performed, each
Aliquot Preparation, each	LS870	Blood component aliquot preparation, each
Aliquot Preparation and Syringe, each	LS875	Blood component aliquot preparation and syringe, each
On-Call Fee	LS905	On-Call Fee. Apply to Patient Testing workup or Antigen negative request outside of regularly staffed business hours.
STAT Request	LS910	STAT Patient Workup. Urgency for Patient Testing workup or Antigen negative request (move to front of the line) requested by client.
ASAP Request	LS915	ASAP Patient Workup. Special Urgency for Patient Testing workup or Antigen negative request requested by client.
External TS/ ESP - Initial Setup Fee	LS925	Initial assessment fee charged to external Transfusion Services and Emergency Services Providers
External TS/ESP Service Fee, monthly	LS926	Fee applied monthly to external Transfusion Services and Emergency Services Providers for administrative/regulatory services
Sample/Material Handling Fee	LS930	Fee for sample pick up or for delivery of consumables (i.e. armbands)
STAT Delivery Fee	LS940	Fee for STAT delivery of blood products.
ASAP Delivery Fee	LS955	Fee for ASAP delivery of blood products.
External TS /ESP Stocking Fee, monthly	LS960	Fee applied monthly to external Transfusion Services and Emergency Services Providers with on-hold product inventory.
Blood Bank Arm Bands, per Box	LS965	Fee for supply of Blood Bank arm bands, per box.

Specimen Hold, each	LS970	Fee for holding/storing patient sample pending testing orders.
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Note: This item listing represents the most commonly ordered tests and services and is not exhaustive; additional tests and services may be available and will be charged appropriately when performed upon request. Vitalant reserves the right to discontinue existing tests or add new tests at any time.

**Attachment 2**  
**Vitalant Return Policy**

1. VITALANT may permit Purchaser to return unexpired Red Blood Cells to VITALANT for credit, subject to a fifty percent (50%) restocking fee, described below, provided Purchaser complies with all of the following conditions:
  - (a) Purchaser shall verify that proper temperature requirements have been satisfied and monitored during the storage period, in compliance with the regulatory requirements, including Title 21 of the Code of Federal Regulations and Standards of the AABB.
  - (b) Purchaser shall verify that the integrity of the unit container has been maintained and neither the unit container nor the affixed label is damaged, broken, disturbed, defaced, tampered with, or otherwise manipulated.
  - (c) Purchaser shall ensure that the original label is intact, unmarked and uncovered. Any labels or tags affixed by the Purchaser to the unit must be removed prior to return.
  - (d) At least two (2) crossmatch segments must remain available for use, unless VITALANT has approved use of the last crossmatch segment.
  - (e) Purchaser shall inspect blood products at the time of packing and shall pack products in accordance with VITALANT policies and in appropriate shipping containers. Purchaser shall document that inspections have occurred in compliance with the regulatory requirements, and it shall not return blood products to VITALANT which appear unsuitable for re-issue.
  - (f) All requests to receive credit for unused blood products must be received by VITALANT no more than seven (7) days from the expiration date of any such blood products.
  - (g) All returned blood products must have a minimum of fourteen (14) days remaining prior to expiration at the time they are received by VITALANT.

- (h) All requests to receive credit for returned blood products must comply with the VITALANT ordering and return instructions, billing protocols and, where applicable, the on-line product management system.

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

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

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

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

Purchaser is responsible for appropriate disposal of any expired products.

VITALANT may modify this Return Policy, in its sole discretion, upon ninety (90) days' advance written notice to Purchaser.

**Attachment 3**  
**Facility Obligations**

1. Storage Conditions. Each Purchaser facility (“Facility”) shall maintain and provide appropriate storage conditions for all blood and blood Components as determined by the FDA, the AABB, and all other agencies under which Vendor is accredited and/or licensed. Each Facility shall retain records relating to such storage and permit Vendor reasonable periods of inspection to determine that the storage requirements set forth above are being met.
2. Maintenance of Records and Regulatory Compliance. Facility shall maintain such records, books, and documents related to Products and Services as required by applicable law and regulation. In the event of a request for access to information regarding performance of this Agreement, Facility agrees to notify Vendor immediately and to inform Vendor of the response to be made to the request.
3. Regulatory Compliance. Each Facility shall have sole responsibility for complying with all provisions of the AABB, the FDA, the Joint Commission, the College of American Pathologists, and all other laws, rules and regulations which apply to any function performed by Facility and related to its performance under this Agreement.
4. Adverse Reactions. Facility shall notify Vendor as promptly as possible of all pertinent details regarding any adverse reaction of a patient treated at the Facility involving Vendor’s Products including, but not limited to, any suspected acute transfusion reaction.
5. Physician Responsibility. Nothing contained in this Agreement shall in any way affect the responsibility of the treating physician to determine that apheresis therapy or photopheresis is appropriate for the patient. In no way does this Agreement impose any responsibility upon Vendor to determine whether or not apheresis therapy or photopheresis is appropriate for any patient.
6. Patient Consent. The patient’s physician will be responsible for obtaining completed patient consent forms prior to any procedure utilizing Products and/or Services.
7. Blood Drives. INTENTIONALLY DELETED.
8. Utilization. Facilities will cooperate with Vendor in balancing the available blood supply with the healthcare community’s needs. Facilities agree to temporarily adjust stock inventory when reasonably requested by Vendor during blood product shortages, disaster, or to meet urgent needs in another part of the healthcare community. When medically appropriate, Facilities agree to first use shorter dated blood and blood components, and release in a timely manner untransfused, crossmatched blood and blood components for other patient use upon request by Vendor. In the event of a critical supply shortage, emergency, or disaster, Vendor may reasonably request Facilities to limit the use of blood

or blood components to emergency situations, and Facilities agree to reasonably comply with any such request where medically appropriate. This may result in a reduction in Facilities' stock inventory level for the duration of the shortage, emergency or disaster.

9. Transfers. Except in emergency situations, blood or blood components provided to a Facility may not be sold, assigned, exchanged, or transferred to any other facility, other than a facility identified in this Agreement, without the prior written authorization of Vendor. Facility shall notify Vendor within 24 hours, in writing, in the event of an emergency that required a transfer without prior authorization of Vendor and shall retain records to track the disposition of the transferred blood or blood component.
  
10. Inspection of Storage Facilities. Upon request by Vendor or any licensing, regulating or accrediting agency or organization to which Vendor is subject, including FDA, AABB and the College of American Pathologists ("CAP"), Facility shall allow on-site inspections of blood storage facilities and storage units during normal business hours by Vendor or any applicable regulatory or accrediting agency applicable to Vendor. Facility shall further allow Vendor or any such regulatory or accrediting agency to review and copy, without charge, Facility's standard operating procedures for blood storage and quality assurance or any other similar or related records. Notwithstanding the foregoing, unless required by law or requested by any applicable licensing, regulatory or accrediting agency, Purchaser reserves the right, in its reasonable discretion, to limit visits requested by Vendor to one per year. Further, such visits requested by Vendor shall be subject to Paragraph 18 of the Purchaser-Specific Agreement.

**Attachment 4**  
**Vendor Obligations**

1. Directed or Autologous Blood. Vendor shall coordinate and use reasonable efforts to purchase directed or autologous blood donations, which originate from a source other than Vendor, at the price agreed to between Vendor and HealthTrust as set forth in Attachment 1 to this PSA. In the event that the cost to Vendor of such donations exceeds the price agreed to in this Agreement, the increased cost of such Blood Products shall be paid by the applicable Purchaser facility (“Facility”).
2. Support Services. Vendor agrees to render patient support services, upon the request of HealthTrust or Facilities, in the form of technical assistance in identification of multiple antibodies, helping to resolve compatibility issues, transfusion medicine consultation, and therapeutic apheresis consultation provided by Vendor personnel or by an agency contracted through Vendor. These services are provided at a cost listed in Attachment 1.
3. Transfusion Committee. Vendor agrees to provide active representation to each Facility Transfusion Committee. Vendor will provide on-going education at no additional cost to include: appropriate blood utilization, technology updates, physician training and recommendations for acceptable transfusion protocols.
4. Maintenance of Records and Regulatory Compliance. Vendor shall maintain such records, books, and documents as required by applicable law and regulation. In the event of a request for access to information regarding performance related to this Agreement, Vendor agrees to notify Facility immediately and to inform Facility of the response to be made to the request.
5. Notification of potential Product/Service Quality Problem. Vendor agrees to notify Facility within three (3) calendar days from when information becomes available to Vendor that a Product and/or Service has been provided by Vendor which may have a deleterious effect on a transfusion recipient, provided however, Vendor shall not divulge the identity of any donor or employee related to the Product and/or Service. Information becoming known to Vendor requiring such notice shall include but not be limited to the following:
  - 5.1 Vendor supplied blood and blood products collected from a donor who tested negative at the time of donation but tests repeatedly reactive for the antibody to HIV/HCV on a later donation; and
  - 5.2 The results of the FDA-licensed, more specific test or other follow-up testing recommended or required by FDA completed within forty-five (45) calendar days after the donor’s repeatedly reactive screening test. (FDA regulations concerning HIV/HCV testing and look-back procedures are set forth at 21 C.F.R. 610.45-et. seq.).

6. Inventory Control. Vendor agrees to collaborate with each Facility on inventory control, using inventory modeling tools.
7. Product Quality. Prior to supplying a blood component to the facility, the Vendor will perform or cause to be performed all tests required in accordance with the rules and regulations of the U.S. Food and Drug Administration (“FDA”) and the Standards of the American Association of Blood Banks (“AABB”). The Vendor reserves the right to perform or have others perform additional tests as it may deem appropriate as long as these tests are performed in accordance with the rules and regulations of U.S. Food and Drug Administration (“FDA”) and the Standards of the American Association of Blood Banks (“AABB”).
  - 7.1 If any Blood Component that the Vendor supplies to the Facility was obtained from another blood bank that is licensed or registered by the FDA, and purports to comply with the applicable rules and regulations of the FDA, the Vendor shall not be required to perform any tests on such blood components except for those tests it know were not performed on the Blood Component.
8. Reports. Vendor will provide itemized invoices showing all services provided, items shipped, returned and transferred.
9. Disaster Recovery Plan. Vendor represents and warrants to HealthTrust and Purchasers that it has and shall maintain a disaster recovery plan to enable delivery of Products upon the occurrence of any event or circumstance beyond Vendor’s reasonable control, including without limitation acts of God, fire, explosion or flood at its primary manufacturing and distribution locations, and agrees to review such plan with HealthTrust upon request.

**Attachment 5**  
**List of Facilities**

**H036381-University Medical Center of Southern Nevada, 1800 W. Charleston Blvd.,  
Las Vegas, NV 89102**