CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Fire

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Chief Jonathan Killings **PHONE NUMBER:** 915-212-5665

2nd CONTACT PERSON NAME: Assistant Chief Gustavo Tavarez **PHONE NUMBER:** 915-212-5608

DISTRICT(S) AFFECTED: ALL

AGENDA ITEM:

A resolution authorizing the City Manager to sign an Emergency Prehospital Transfusion Agreement by and between the City of El Paso, Texas, and Vitalant, an Arizona Non-Profit Corporation, for the delivery of blood and blood components and laboratory services for prehospital bold transfusions and related services.

ISSUE STATEMENT:

This resolution authorizes an agreement between the City of El Paso and Vitalant for the delivery of blood, blood components, and laboratory services to support prehospital blood transfusions. The agreement enhances emergency medical response capabilities by providing resources for critical patient care before hospital arrival.

BACKGROUND:

Pre-hospital blood transfusion significantly increase survival rates for trauma victims by reducing mortality by up to 40% among patients with severe life-threatening hemorrhages. By providing early resuscitation for hemorrhagic shock in the field the patient will reduce the necessary transfusion volumes upon arrival to the hospital and improve patient outcomes.

COUNCIL OPTIONS:

Adopt the Resolution
Deny the Resolution

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

N/A

RELATED CITY POLICIES:

N/A

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

☐ *Legal counsel reviewed as a part of Council packet*

☑ *Legal counsel reviewed in advance of packet as an individual item*

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

VITALANT EMERGENCY PREHOSPITAL TRANFUSION AGREEMENT

FOR MORE INFORMATION:

**********REQUIRED AUTHORIZATION**********

SIGNATURE: Jonathan Killings

Digitally signed by Jonathan Killings
Date: 2026.05.12 08:02:50 -06'00'

(If Agenda Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Emergency Prehospital Transfusion Agreement by and between the City of El Paso, Texas, and Vitalant, an Arizona Non-Profit Corporation, for the delivery of blood and blood components and laboratory services for prehospital blood transfusions and related services.

APPROVED this ____ day of _____, 2026.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Jonathan Killings
Fire Chief

vitalant

EMERGENCY PREHOSPITAL TRANSFUSION AGREEMENT

This EMERGENCY PREHOSPITAL TRANSFUSION AGREEMENT ("Agreement") is effective as of July 1, 2026 (“Effective Date”) and entered into as of the last date of signature below, by and between Vitalant, an Arizona non-profit corporation, with its principal place of business located at 9305 E. Via de Ventura, Scottsdale, Arizona 85258 (hereinafter referred to as "VITALANT") and City of El Paso with its principal place of business located at 300 N. Campbell (hereinafter referred to as “CITY” or “TAS” as defined below). VITALANT and CITY may be referred to herein from time to time as a “party” or collectively as the “parties” to this Agreement.

RECITALS

A. CITY is an organization licensed and certified under applicable state and/or federal law that provides emergency medical services and/or emergency patient transport, including blood transfusion services to patients before arrival at a hospital upon order of a licensed physician.

B. CITY is a transfusion administration service (“TAS”), as defined in the AABB Standards for Emergency Prehospital and Scheduled Out-of-Hospital Transfusions (“AABB Standards”) and agrees to act in accordance with AABB Standards regardless of its affiliation or accreditation with AABB.

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

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

E. TAS elects to obtain blood and blood components and related services from VITALANT for prehospital blood transfusions as set forth in this Agreement and VITALANT agrees to provide blood and blood components and related services to TAS for such use, in accordance with the terms of this Agreement and AABB Standards related to prehospital transfusions.

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

1. RESPONSIBILITIES OF VITALANT.

1.1 Provision of Blood and Blood Components. VITALANT will be TAS’s primary supply source for blood and blood components for emergency use by patients treated or transported for medical treatment by the TAS, if such blood components are available. If VITALANT cannot reasonably obtain the quantity of blood components requested within the time requested, it will promptly notify TAS. In no event will VITALANT be liable to TAS or to any patient of TAS for the unavailability of blood components.

1.2 Delivery of Blood and Blood Components. Unless other arrangements are made, VITALANT will pay expenses for routine delivery of blood and blood components to TAS, using the method of delivery or shipment that VITALANT determines is appropriate to the circumstances. All blood and blood components supplied to TAS will be accompanied by appropriate documentation. Blood and blood components will be transported to TAS in a validated manner so that the blood and blood components remain within required specification throughout the transport period. Upon delivery to TAS, TAS will be responsible for any loss, destruction, or damage to the units of blood or blood components. Unless other arrangements are made, TAS will pay expenses for urgent delivery of blood and blood components from Vitalant to TAS.

1.3 ABO/Rh Type Confirmation of Red Blood Cells and Whole Blood In accordance with AABB standards, Vitalant will confirm the ABO/Rh type of all red blood cells and whole blood delivered to TAS. Red blood cells and whole blood will be labeled with an Uncrossmatched Blood sticker which will indicate that type confirmation testing has been performed. Vitalant will not perform any compatibility testing under this Agreement. It is the responsibility of TAS to make arrangements with a third-party to perform any other required testing on behalf of TAS.

1.4 TAS Notification. If VITALANT becomes aware that blood or a blood component is potentially infectious, including with HIV or HCV, and may have been provided to TAS, VITALANT will notify TAS in compliance with regulatory requirements of FDA. Where required or allowed by law, notification to TAS may be provided through a state department of health or similar government agency. Upon receipt of such notice, TAS will have a process for providing relevant unit and/or patient information as requested when notified by VITALANT. TAS will promptly notify, per regulatory requirements, the recipient of the blood or blood component, or the recipient's physician and/or receiving hospital. Notification will be provided as follows:

a) Within three (3) calendar days after identifying blood or blood components previously collected from donors who have subsequently tested reactive for infectious disease markers (IDM) or from donors who are determined to be at increased risk for transmitting HCV or HIV infection, VITALANT will:

(i) Quarantine all in-date blood and blood components identified from the donor if intended for use in another person or for further manufacture into injectable products; and

(ii) Notify consignees to quarantine all in-date blood and blood components identified from the donor if intended for use in another person or for further manufacture into injectable products.

(b) Within forty-five (45) calendar days of a reactive test for IDM, VITALANT will notify consignees of the donor's test results.

(c) VITALANT will comply with all applicable "Lookback" requirements for notification, quarantine and return of blood and blood components as set forth in 21 C.F.R. 610.46–610.47 and relevant FDA Guidance for Industry.

1.5 VITALANT will notify TAS immediately of any incident at VITALANT that affects the safety, purity or potency of VITALANT blood or blood components and to notify FDA of adverse events, as required by applicable law.

1.6 Books and Records. VITALANT will permit TAS, at its own cost and expense, to audit the books and records maintained by VITALANT that pertain to the services set forth in this Agreement on an annual basis and upon reasonable notice to VITALANT. VITALANT will permit FDA to inspect and audit the records maintained by VITALANT as may be necessary for the blood services performed for TAS.

1.6.1 Access to Books and Records. To the extent required by Section 1861 of the Social Security Act, until the expiration of four (4) years after the last transaction consummated under this Agreement, VITALANT will make available, upon written request by the Secretary, the Comptroller General, or their respective duly authorized representatives, this Agreement and all books, documents and records of VITALANT that are necessary to certify the nature and extent of the fees under this Agreement. If VITALANT carries out the duties of this Agreement through a permitted subcontract worth $10,000 or more over a 12-month period with a related organization, to the extent required by Section 1861, the subcontract also must contain an access clause to permit access by the Secretary, the Comptroller General and their respective duly authorized representatives to the related organization's books, documents and records.

1.7 Compliance with Laws, Regulations and Standards. VITALANT will comply with applicable laws, regulations and accepted professional standards, including AABB Standards, in performing its obligations under this Agreement and will maintain current and valid licenses, permits and approvals required to perform the services set forth in this Agreement. This includes maintaining policies, processes and procedures to address the applicable requirements of the AABB Standards related to prehospital transfusions. VITALANT will perform such additional responsibilities as set forth and agreed upon in the attached Exhibit A, Roles and Responsibilities for Emergency Prehospital Transfusion Services, incorporated herein by reference.

2. RESPONSIBILITIES OF TAS.

2.1 Receipt and Inspection of Blood. TAS is responsible for inspecting all blood or blood components upon delivery and will notify VITALANT immediately of any blood or blood components found to be damaged, abnormal in appearance, received at unacceptable temperatures, or if there appear to be any testing, labeling or shipping errors. TAS will maintain a procedure for receiving blood or blood components prior to placing them in available inventory for use.

2.2 Order for Transfusion. For every transfusion initiated by TAS, TAS will ensure that such requests are accompanied by the appropriate emergency transfusion documents.

2.2.1 Emergency Transfusion. TAS's records will contain an attestation stating the ordering physician or authorized medical provider concluded that the clinical situation was sufficiently urgent to require emergency release of uncrossmatched blood before completion of compatibility testing.

2.3 Materials for Testing and Identification; Collection of Specimens. Upon transfer of care, TAS will provide to the hospital accepting responsibility for the care of the patient all materials that relate to the transfusion, including patient samples, empty bags and segments, for follow-up testing and for identification of the blood and blood components transfused, including name of the component, the donor ABO-Rh type and donation identification number.

2.4 Storage of Blood. TAS will maintain specific storage units restricted to storage of blood and other biologicals capable of maintaining required storage temperatures as specified by

FDA Regulations, AABB Standards, and VITALANT policies, and which are equipped with a continuous temperature monitoring system that records temperatures at least once every four hours. TAS will ensure all containers are validated for the handling, storage and transport of blood and blood components to ensure that temperatures are maintained within the acceptable range for the expected duration of transport, storage and shipping. TAS will ensure blood and blood components remain within the acceptable temperature range during storage and transport. TAS will verify continuous blood storage temperature of the storage unit and will maintain such documentation for ten years, or as otherwise required by applicable regulations or standards. Blood storage temperature records and procedures will be available to VITALANT or regulatory agencies upon request. Products with unacceptable temperature excursions are not to be returned to storage, or transfused, and should be properly disposed of by TAS, at its expense.

2.4.1 Inspection of Facilities and Documentation. Upon request by VITALANT or any licensing, regulating or accrediting agency or organization to which VITALANT is subject, including FDA and AABB, TAS will allow on-site inspections of blood storage facilities and storage units during normal business hours by VITALANT or any applicable regulatory or accrediting agency applicable to VITALANT. TAS will further allow VITALANT or any such regulatory or accrediting agency to review and copy, without charge, TAS standard operating procedures for blood storage and quality assurance or any other similar or related records documenting compliance with this Agreement.

2.5 Contractual Relationship with Hospital Rotation Partner. TAS represents and warrants that it has a contractual relationship with a hospital that agrees to accept red blood cells and whole blood from TAS in order to reduce waste and promote good stewardship of blood products ("Hospital Rotation Partner"). TAS will notify Vitalant immediately in the event it ceases to have a contractual relationship with a Hospital Rotation Partner. In such event, Vitalant may immediately cease providing red blood cells and whole blood until TAS establishes a new Hospital Rotation Partner provider or may limit the product offering to TAS. TAS will have SOPs and processes in place to ensure all regulations, AABB Standards, and VITALANT policies are followed in the transfer of blood to a rotation partner.

2.6 No Return of Blood Components. Vitalant will not accept any return of blood or blood components from TAS under this Agreement. This section does not prohibit TAS from transferring blood or blood components to its Hospital Rotation Partner, as may be agreed upon, in order to reduce waste and promote good stewardship of blood products.

2.7 Transfusion Practices. TAS represents that it has established, implemented and will maintain written transfusion policies and procedures for recipient identification, blood administration, including recognition, treatment and reporting of transfusion related complications and post-transfusion requirements to VITALANT and receiving hospital. TAS represents that it has established a process to notify receiving hospital and/or prehospital care providers of the patient's transfusion status, including any transfusion-related adverse events, through the continuum of care, and otherwise in accordance with good medical practice, AABB Standards, FDA Regulations and the applicable state and federal laws. TAS will designate a Medical Director who is a licensed physician in good standing within the state, and qualified by education, training and experience for oversight of prehospital blood transfusion activities in accordance with AABB Standards. The medical director will have responsibility and authority for all medical and technical policies, processes, and procedures and for the consultative and support services that relate to the care and safety of the transfusion recipients. TAS's medical director will participate in the development of protocols for the administration of blood and blood components and the identification, evaluation and reporting of adverse events related to transfusion as required by applicable regulations and AABB Standards.

2.8 Professional Judgment and Practice Standards. In the performance of all services pursuant to this Agreement, TAS and its employees, agents and medical staff are at all times acting as independent professionals engaged in the practice of transfusion services. TAS and its personnel will employ their own means and methods and exercise their own professional judgment in the performance of transfusion services to a patient, and VITALANT will have no right of control or direction with respect to such means, methods, or judgments, or with respect to the details of the transfusion services provided. It is the responsibility of TAS to comply with AABB Standards, FDA Regulations and standards of all other applicable regulatory and accrediting entities with respect to the delivery of transfusion services.

2.9 Use of Blood Components. TAS represents and warrants that it has a process in place to evaluate its ongoing utilization and need of blood products to reduce waste. TAS agrees to accept all blood products ordered by it from VITALANT and, upon receipt thereof, will be responsible for maintaining the integrity and suitability of the blood product until transfused or otherwise disposed of in accordance with applicable laws. The blood products provided to TAS may not be sold, exchanged, or transferred without the prior authorization of VITALANT, except in the event of an emergency. TAS will notify VITALANT in the event of such an emergency and retain records to track the disposition of the unit. TAS will not sell or transfer any VITALANT blood components to any other person or entity, unless otherwise approved by VITALANT. All blood products ordered by TAS under this Agreement, if not used by the TAS for patient care or transferred by TAS to its Hospital Rotation Partner, will be destroyed by TAS in accordance with all applicable federal or state regulations or handled otherwise as required by law. All bags and containers bearing the VITALANT name or label will, after use, subject to state and federal regulations, be destroyed by TAS appropriately and not reused.

2.10 Blood Product Stewardship and Waste Reporting. TAS agrees to be a good steward of blood product. At VITALANT's request, TAS will report its waste to VITALANT in a format that is mutually agreed between the parties. If requested, waste will be reported as blood product determined to be unsuitable for blood transfusion and required to be discarded due to expiration, contamination, failure to transfer to a Hospital Rotation Partner, or otherwise unsuitable for use. The parties agree to meet to review TAS's waste reporting and to identify areas of improvement and collaborative efforts to reduce wastage.

2.11 Transfusion Complications; Other Compliance Requirements. TAS represents that it has and will continue to have a system for detection, reporting and evaluation of suspected complications of transfusion. TAS agrees to allow VITALANT to inspect, request information, and review medical records for investigations into potential adverse reactions or results in accordance with applicable regulations and standards. TAS also agrees to cooperate with VITALANT for the identification of persons who may have been exposed to infectious diseases through blood transfusion, in accordance with applicable regulations and standards.

(a) TAS will report to VITALANT immediately upon discovery of any transfusion adverse reactions which occur in blood or blood component recipients.

(b) TAS will report to VITALANT within twenty-four (24) hours of discovery all transfusion adverse reactions which occur in blood or blood component recipients when the reaction is suspected to be due to an attribute specific to the donor or the processing of the blood or blood component. All clinically-significant reactions, infections or infectious diseases in recipients of blood or blood components that could have resulted from transfusion of

blood or blood components provided under this Agreement and for which another more likely cause is not apparent should be reported to VITALANT immediately upon discovery. TAS, reports made verbally will be followed up by a written report within forty-eight (48) hours of telephone notification. TAS will cooperate fully in any investigation of serious reactions due to, or associated with, transfusion. If any transfusion is associated with a fatality, such event also must be reported by TAS to the FDA in accordance with applicable federal regulations.

(c) TAS will cooperate fully and expeditiously with all requests to quarantine and return blood and blood components as part of retrievals, recalls or market withdrawals of blood and blood components, as reasonably requested by VITALANT.

(d) TAS will comply with all applicable "Lookback" requirements for notification, quarantine and return of blood and blood components as set forth in 21 C.F.R. 610.46–610.47 and relevant FDA Guidance for Industry.

2.12 Records. TAS will ensure that all blood, blood components and critical materials used are identified and traceable from source to final disposition and is responsible for recording the final disposition of blood or blood components. TAS will retain for a minimum of ten (10) years complete and retrievable records of the final disposition of each unit of blood or blood component provided by VITALANT to assure identification of the recipient and recipient's physician. In the event of a sale, merger, liquidation, or bankruptcy of TAS or if TAS should cease doing business for any reason, TAS will promptly provide VITALANT with the name and address of the person responsible for maintaining the records of TAS.

2.13 Quality Assessments. TAS represents and warrants it has implemented a quality management system to engage in ongoing quality monitoring and utilization review through internal and external assessments. Such assessments will be sufficiently comprehensive to ensure that services, products, equipment, materials, and analytical functions perform as intended; and such assessments will monitor, evaluate, manage, and report adverse events related to safety and quality.

2.14 Compliance with Laws, Regulations and Standards. TAS will comply with applicable laws, regulations and accepted professional standards, including AABB Standards, in performing its obligations under this Agreement and will maintain current and valid licenses, permits and approvals required to perform the services set forth in this Agreement. This includes maintaining policies, processes and procedures to address the applicable requirements of the AABB Standards related to prehospital transfusions. TAS will perform such additional responsibilities as set forth and agreed upon in the attached Exhibit A, Roles and Responsibilities for Emergency Prehospital Transfusion Services, incorporated herein by reference.

3. FEES AND BILLING.

3.1 Blood Service Fees. VITALANT charges a blood service fee (the "Blood Service Fees") to cover the costs associated with collecting, processing, testing and delivering blood and blood components for patient use and to advance VITALANT's nonprofit mission so that it may continue to provide services. The Blood Service Fee Schedule is attached as Exhibit B and incorporated herein by reference. TAS agrees to pay VITALANT the Blood Service Fees as set forth in Exhibit B. The parties agree that the Blood Service Fees set forth in Exhibit B shall remain

fixed for the Initial Term, with the express exception of any fee increase made by VITALANT pursuant to subsection 3.1.1 below.

3.1.1 In consideration of additional expenses it may incur, VITALANT has the right to increase the Blood Service Fees and/or Lab Service Fees at any time during the Term of the Agreement, upon thirty (30) days' prior written notice to TAS, in the event (a) new or increased tariffs, duties, taxes, assessments or other governmental charges ("Governmental Charges") are imposed or take effect on any goods, components or raw materials used by VITALANT to fulfill its obligations under this Agreement, or (b) VITALANT implements a new laboratory test and/or process relating to collection and provision of blood and blood components intended to improve the safety or quality of blood or blood components provided to TAS 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 by TAS, to the extent feasible, VITALANT will provide verification of any such Governmental Charges or requirement and/or recommendation of FDA, federal or 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.

3.2 Lab Services Fees. When VITALANT provides laboratory testing (collectively, "Lab Services"), VITALANT will invoice TAS, and TAS will pay VITALANT, for Lab Services in accordance with the VITALANT Lab Services Fee Schedule set forth in Exhibit C, attached hereto and incorporated herein by reference. TAS agrees that it has the right to bill and collect from patients or third-party payers for Lab Services performed under this Agreement. VITALANT agrees that it will not bill any patient or third-party payer directly for any Lab Services performed under this Agreement. VITALANT may increase Lab Service Fees in accordance with subsection 3.1.1 above.

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

(a) There is a medically emergent circumstance that VITALANT is not able to meet; or

(b) There is a Force Majeure Event (as provided in Section 7); or

(c) VITALANT is unable to or refuses to provide blood or blood components after TAS has requested VITALANT to do so; or

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

3.4 Payment Terms. VITALANT will submit invoices for Blood Services Fees as stated in the Agreement on a semi-monthly basis. Payment of any such invoice is due and payable by TAS within thirty (30) days of invoice date. Past due amounts will accrue interest at one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law.

3.4.1 Discontinuation of Services. If TAS's account is more than sixty (60) days past due, VITALANT may discontinue providing services under this Agreement immediately and without notice. Upon payment in full by TAS, VITALANT will reactivate the services to TAS. VITALANT reserves the right to discontinue services separate from Section 4.2 below.

4. TERM AND TERMINATION.

4.1 Term. The term of the Agreement will be a twelve (12)-month period beginning on July 1, 2026 and ending on June 30th, 2027 (the "Initial Term") The Agreement will automatically renew for no more than two successive one (1) year periods after the Initial Term (each a "Renewal Term") in accordance with and subject to the terms and conditions hereof. Either party may terminate renewal of this Agreement by providing the other party with written notice at least ninety (90) days prior to the expiration of the Initial Term or a Renewal Term, which termination shall be effective at the end of the Initial Term or Renewal Term.

4.2 Termination with Cause. Either party may terminate the Agreement upon the material breach of the Agreement by the other party by giving the other party thirty (30) days' prior written notice. If the material breach is not cured by the breaching party within thirty (30) days of receipt of the notice, the Agreement will terminate at the end of such thirty (30) day period. Vitalant may terminate the Agreement if TAS fails to pay any amount when due hereunder and such failure continues more than five (5) calendar days after VITALANT'S written notice of non-payment to TAS.

5. OWN ACTS AND INSURANCE.

5.1 VITALANT Responsibility for Own Acts. VITALANT shall be responsible for its own acts, errors, and omissions and the acts, errors, and omissions of its officers, employees, agents, and contractors, to the extent provided by law.

5.2 TAS Responsibility for Own Acts. TAS shall be responsible for its own acts, errors, and omissions and the acts, errors, and omissions of its officers, employees, agents, and contractors, to the extent provided by law.

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

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

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

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

7. FORCE MAJEURE.

Each party will 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, 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 will 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 will not be liable for any damages arising out of the Force Majeure Event.

8. CONFIDENTIALITY.

8.1 Confidential Information. During the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and TAS acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement will be received in confidence, and will be used only to carry out the terms of this Agreement. Confidential information will not be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the Disclosing Party. Subject to this Section, TAS agrees not to disclose any financial terms or pricing set forth in this Agreement, or any terms of this Agreement relating to the services provided to TAS by VITALANT. The obligations under this Section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this Agreement, (d) is de-identified and/or used as part of an aggregate compilation of data such that the information cannot be reasonably attributed toa 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, or any requests for records under the Texas Public Information Act, requiring it to disclose the other party's confidential information, such party will provide prompt written notice to the other of such demand in order to permit it to seek a protective order, or provide written argument to the Attorney General's Office regarding the release of said records. So long as the notifying party gives notice as provided herein, the notifying party will 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.

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

9. PARTICIPATION IN FEDERAL HEALTHCARE PROGRAMS.

Each party represents and warrants that (a) neither it nor any of its affiliates that render services pursuant to this Agreement ("Relevant Affiliates") is an Excluded Person, and (b) to the best of its knowledge, none of its or its Relevant Affiliates' employees who render billable services in connection with this Agreement ("Relevant Employees") is an Excluded Person. For purposes of this Agreement, the term "Excluded Person" means a person or entity who has been excluded from participation in federal health care programs as set forth on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, and applicable state Medicaid exclusion lists. Each party will provide prompt written notice if it or any of its Relevant Affiliates or Relevant Employees becomes an Excluded Person, and will promptly remove any Relevant Employees from performing any services pursuant to this Agreement, as soon as it becomes aware of such Excluded Person status. If a party or any Relevant Affiliate becomes an Excluded Person, the other party will have the right to terminate this Agreement immediately. If a Relevant Employee becomes an Excluded Person, this Agreement may be terminated, pursuant to Section 4.2 of this Agreement; however, if the party or Relevant Affiliate terminates the Relevant Employee's employment within the notice period afforded in Section 4.2, the Agreement will remain in full force and effect.

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

If to VITALANT:	VITALANT Attn: VP, Sales 9305 East Via de Ventura Scottsdale, AZ 85258 legal@vitalant.org	*With a copy to*:	VITALANT Attn: General Counsel 9305 East Via de Ventura Scottsdale, AZ 85258 legal@vitalant.org bshah@vitalant.org
If to TAS: City of El Paso Attn: City Manager P.O. Box 1890 El Paso Texas 79950-1890		*With a copy to*: The City of El Paso Attn: Fire Chief 416 N. Stanton Suite 200 El Paso, Texas 79901	

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

10.9 Change in AABB Standards or Law. In the event that a change in AABB standards or state or federal law, including applicable regulations, or enforcement of same materially affects

the Agreement, the parties will promptly negotiate, in good faith, any necessary or appropriate amendment(s) to the Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days, the Agreement will terminate at the end of such thirty (30) day period.

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

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

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

10.13 Attorneys' Fees. If any legal action or proceeding arising out of or relating to the Agreement is brought by either party, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in any such action or proceeding.

10.14 Governing Law. The Parties agree to remain silent as to governing law.

10.15 Jurisdiction and Venue. The Parties agree to remain silent as to jurisdiction and venue.

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

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

10.18 Marketing and Publicity. Each party agrees to work collaboratively on marketing and publicity opportunities and will first obtain prior written approval to use the other party’s name, symbols, trademarks or service marks in advertising or promotion materials.

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[SIGNATURE BLOCK FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the Effective Date first written above.

VITALANT	CUSTOMER
By (Signature)	By (Signature)
Gregory S. Ballish	
Name (Print)	Name (Print)
Vice President, Sales	
Title (Print)	Title (Print)
5/5/2026	
Date	Date

CITY OF EL PASO, TEXAS

Dionne Mack, City Manager

Date: _____

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

Jonathan P. Killings
Fire Chief

EXHIBIT A

Roles and Responsibilities for Emergency Prehospital Transfusion Activities

	Blood Provider VITALANT	TAS-City of El Paso Fire Department
Name:	Jennifer Sanders	Jose Ortiz
Title:	Regional Account Director	Community Health Deputy Chief
Phone/Fax:	214 490-3233	915-212-5643
Address ***(mail/delivery):***	9305 East Via de Ventura Scottsdale, AZ 85258	416 N. Stanton suite 200 El Paso, Texas, 79901
E-mail Address:	jsanders@vitalant.org	FD-CommunityHealth@elpasotexas.gov
		Hospital Rotation Partner for TAS University Medical Center
Name:		Jessica Marie Hernando, MLS ASCPCM
Title:		Blood Bank Supervisor
Phone/Fax:		915-521-7783 ext. 46001
Address ***(mail/delivery):***		4815 Alameda Ave., El Paso, Texas, 79905
E-mail Address:		Jessica.hernando@umcelpaso.org

The roles and responsibilities for prehospital transfusion activities listed below indicate whether the responsibility is that of the Blood Provider (VITALANT) or of the Transfusion Administrative Service City of El Paso as agreed upon by the parties and in accordance with the AABB Standards for Emergency Prehospital and Scheduled Out-of-Hospital Transfusions ("AABB Standards") related to prehospital transfusions.

The following items will be the responsibility of VITALANT:

- Provision of products to TAS for prehospital emergency use by patients treated or transported for medical treatment by TAS per established regulatory guidelines and requirements, including AABB Standards.
- ABO/Rh type confirmation of red blood cells and whole blood.
- Initiate an annual review of this contract and addendum for changes.
- Vitalant Medical Director review of potential adverse reactions as reported by TAS.

The following items will be the responsibility of TAS:

- Receipt and inspection of blood products prior to placing in inventory for use.
- Appropriate storage of blood products and recipient processes, as well as documentation per regulatory requirements or standards.
- Maintain appropriate emergency transfusion documentation.
- Provide materials that relate to transfusion, including patient samples, empty bags and segments to a receiving hospital for possible follow-up testing and identification of the blood or blood component transfused.
- Establish, implement and maintain written policies and procedures for the following:

    - Recipient identification
    - Blood administration, including recognition, treatment and reporting of transfusion related complications
    - Post-transfusion requirements to VITALANT and/or a receiving hospital.
    - Notification to a receiving hospital and/or prehospital care providers of the patient's transfusion status, including any transfusion-related adverse events, through the continuum of care
- Training of personnel on all procedures listed above.
- Designate a medical director for oversight of prehospital blood transfusion activities as set forth in this Agreement and in accordance with AABB Standards.
- Evaluation of ongoing utilization and need of blood products to reduce waste.
- Implementation of a quality management system.
- Established contractual relationship with Hospital Rotation Partner.
- Notify VITALANT in the event of any change to TAS's relationship with its Hospital Rotation Partner.

EXHIBIT B-1

Blood Service Fee Schedule

Product/Service Description	Fee Schedule July 1, 2026- June 30, 2027	Fee Schedule July 1, 2027- June 30, 2028	Fee Schedule July 1, 2028- June 30, 2029
RED BLOOD CELLS			
Whole Blood	$650.00	$676.00	$703.00
Red Blood Cells	$300.00	$312.00	$324.50
PLASMA COMPONENTS			
Liquid Plasma	$125.00	$130.00	$135.00

EXHIBIT B-2

WHOLE BLOOD PRODUCTS

A. Pricing: Blood Service Fees for Whole Blood Products will be charged in accordance with the fees set forth above in Exhibit B-1.

B. Ordering and Billing: TAS and Vitalant will agree to set up a standing order to be supplied directly from their local VITALANT blood center. TAS standing order for Whole Blood Products will be sufficient to meet the following weekly volume commitment:

Weekly Commitment	**__3__ whole blood units per week**

- In the event of product shortages or other inventory constraints and Vitalant is unable to supply the requested quantity of Whole Blood Products, Vitalant will work with TAS to determine a suitable alternative product, such as red blood cells or component therapy, which will be provided at the contracted rate for such products.
- Requests for additional Whole Blood Products in excess of weekly volume commitment is not guaranteed and will be provided by Vitalant based on product availability. If additional Whole Blood Products are requested and VITALANT is able to supply the request, TAS will be responsible for the additional associated shipping costs.
- If cancellations by TAS are frequent, VITALANT reserves the right to terminate this Addendum and all Whole Blood orders upon thirty (30) days' prior written notice to TAS.

C. Return: There are no returns, exchanges, or credits on Whole Blood Products that are unused or expired. Products that are deemed unsuitable for transfusion upon TAS's receipt and inspection of products are eligible for return and credit upon prompt notification to Vitalant.

D. Revisions: Any revisions to the ongoing weekly volume commitments set forth in Section B, above, will be effective only upon the mutual written agreement of the Parties, with at least fourteen (14) days' prior notice.

EXHIBIT C

LABORATORY SERVICES FEE SCHEDULE

(Last Updated August 2025)

Name	Item Number	Description	Fee Schedule July 1, 2026- June 30, 2027	Fee Schedule July 1, 2027- June 30, 2028	Fee Schedule July 1, 2028 - June 30, 2029
ABO Grouping	LS005	ABO Group (serology). ABO forward and/or reverse	$41.25	$42.49	$44.62
ABO/Rh	LS050	Includes ABO grouping (forward and reverse) and Rh(D) typing.	$68.76	$70.83	$74.37