

Blood Services Agreement

This Blood Services Agreement (the “**Agreement**”) is made and effective as of February 1, 2026 (the “**Effective Date**”) by and between Canyon County Ambulance District (“Canyon County Paramedics”), and Saint Alphonsus Regional Medical Center, Inc., an Idaho nonprofit corporation (“**Supplier**”). Canyon County Paramedics and Supplier shall be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

Canyon County ambulance service requiring blood and blood components on its ground transport for care of patients during transport; and

Supplier wishes to supply Canyon County with blood for use by Canyon County for the care of patients during transport, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations, and warranties contained in this Agreement, the Parties hereby agree as follows.

AGREEMENT

1. **Term.** This Agreement shall commence on the Effective Date for an initial term of one (1) year (“**Initial Term**”), unless terminated sooner in accordance with the provisions of Section 11. This Agreement shall automatically renew for successive one (1) year terms (each a “**Renewal Term**”) thereafter, unless either Party provides the other with written notice of termination at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, which termination shall be effective at the end of the Initial Term or Renewal Term.
2. **Blood Supply Services.** Supplier agrees to supply Canyon County Paramedics with 2 units of whole blood as requested by them so Canyon County Paramedics can maintain blood products as needed for patient care during transport. If whole blood is unavailable Supplier agrees to supply 2 units of O negative LRBC’s. Supplier will use reasonable efforts to provide Canyon County Paramedics with the requested units, subject to availability. If Supplier cannot reasonably obtain the quantity of blood requested by Canyon County Paramedics within the time requested by Canyon County Paramedics, it shall promptly notify Canyon County Paramedics. In no event shall Supplier be liable to Canyon County Paramedics or any patient of Canyon County Paramedics for the unavailability of blood or blood components. This Agreement is non-exclusive, and Supplier acknowledges that Canyon County Paramedics may obtain blood or blood components from other suppliers at any time.

3. **Obligations of Canyon County Paramedics.** Canyon County Paramedics will ensure that all Canyon County Paramedics personnel who are authorized to administer blood and blood components have received training regarding proper transfusion practices and procedures.
 - 3.1. **Storage of Blood.** Canyon County Paramedics will maintain and handle all blood provided by Supplier in accordance with Title 21 of the Code of Federal Regulations and the standards of the American Association of Blood Banks, including maintaining the blood within the proper refrigeration temperatures. Canyon County Paramedics will supply to Supplier, upon request, evidence of the required temperature control, including daily temperature logs and exception records, that show the temperature of the provided unit(s) was checked every four (4) hours while out of the blood refrigerator.
 - 3.2. **Blood Inspection.** Canyon County Paramedics will promptly inspect the blood upon receipt and report to Supplier any actual or suspected damage, irregularity, or labeling error.
 - 3.3. **Blood Retrieval.** Supplier may request return of any blood based upon (a) a need for the blood due to emergency situations, or (b) a determination that the blood may not be suitable for transfusion. Such a request shall not be unreasonably denied by Canyon County Paramedics.
 - 3.4. **Blood Transfusion.** If Canyon County Paramedics uses any Supplier-supplied blood for transfusion during a transport, Canyon County Paramedics will provide Supplier with all patient identification and transfusion details, including name, date of birth, time of transfusion, product number, and transport number. This information MUST be present on the unit tags at the time of transfusion. Blood bank must be able to receive complete transfusion vital signs (pre transfusion, 5 minutes after initiation of transfusion, and 15 minutes after the initiation of transfusion) as requested for inspection.
 - 3.5. **Exchange of Blood; Wastage Charges.** To ensure blood does not expire without being utilized, Canyon County Paramedics will return all unused units to Supplier within 5 days or more prior to expiration. Supplier will replace the units with like units at no charge. If Canyon County Paramedics fails to make units available for rotation within the agreed window or mishandles storage (as shown by logger data), Supplier may invoice at the per-unit prices. Any units that have expired shall not be returned to Supplier and Canyon County Paramedics will be responsible for the proper disposal of such units, including all bags and containers. Supplier will invoice Canyon County Paramedics for those units that have not been exchanged as agreed upon and are no longer usable by the Supplier. Invoices will be payable within 30 days of receipt.
 - 3.6. **Regulatory Recall.** If the FDA or any other regulatory agency requires Supplier to recall blood, Supplier shall promptly notify Canyon County Paramedics and instruct Canyon County Paramedics to discard the blood or take other action. If blood is recalled, Canyon County Paramedics is not required to make any payments for recalled blood unless it fails to follow Supplier instructions.

4. **Fees and Billing.** Supplier will have the exclusive right to bill patients, patients' representatives, and/or patients' third-party payors and receive payment for all blood products supplied by Supplier and administered under this Agreement. If the patient is transported to any facility other than Saint Alphonsus Regional Medical Center, Inc., Canyon County Paramedics will provide the minimum necessary protected health information reasonably required in order to bill for the products to Supplier's blood bank along with a face sheet for billing.
5. **Independent Contractor Relationship.** The Parties intend this Agreement to create an independent contractor relationship. None of the provisions of this Agreement create an employment, partnership, agency or joint venture relationship. Neither Party shall have the right or authority to act on behalf of the other. Each Party and its personnel shall employ their own means and methods and exercise their own professional judgment in performing services under this Agreement, and neither Party shall have the right to control or direct the performance of the other Party hereunder.
6. **Compliance with Laws.** Each Party will comply with all applicable laws and industry standards, including without limitations, requirements, regulations, standards, recommendations, specifications, guidelines and directives of the Food and Drug Administration ("FDA"), American Red Cross ("ARC"), Health Insurance Portability and Accountability Act ("HIPAA"), state and federal civil rights and nondiscrimination laws, and all other applicable federal and state laws. Supplier acknowledges that Canyon County Paramedics is subject to the Idaho Public Records Act and may be required to disclose records, subject to statutory exemptions. Pursuant to I.C. § 74-102(13), Supplier shall, upon District's request, promptly provide non-exempt contract-related records in its possession to enable District to respond to public records requests.
7. **Participation in Federal Healthcare Programs.** Each Party represents and warrants that (a) neither it nor any of its affiliates that render services pursuant to this Agreement ("**Relevant Affiliates**") is an Excluded Person, and (b) to the best of its knowledge, none of its or its Relevant Affiliates' employees who render billable services in connection with this Agreement ("**Relevant Employees**") is an Excluded Person. For purposes of this Agreement, the term "Excluded Person" means a person or entity who has been excluded from participation in federal health care programs as set forth on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, and applicable state Medicaid exclusion lists. Each party shall provide prompt written notice if it or any of its Relevant Affiliates or Relevant Employees becomes an Excluded Person and shall promptly remove any Relevant Employees from performing any services pursuant to this Agreement, 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 shall have the right to terminate this Agreement immediately.

8. **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 between health care providers for treatment purposes or for payment activities of the entity that receives the information. Should the Parties' relationship become a business associate relationship in the future for any reason, the Parties agree to promptly execute a mutually-agreeable business associate agreement.
9. **Insurance and Indemnification.**
 - 9.1. Canyon County Paramedics agrees to maintain during the term of this Agreement policies of general and professional liability insurance in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Canyon County Paramedics shall provide written proof of such coverage upon request of Supplier. If such insurance is the "claims-made" type insurance, Canyon County Paramedics shall maintain continuous coverage or shall secure "tail insurance" for Canyon County Paramedics in order to provide continuing coverage with the same limits of liability as set forth above for any and all claims that may arise under this Agreement for the duration of the applicable statute of limitations. In addition, Canyon County Paramedics shall maintain applicable worker's compensation insurance.
 - 9.2. Supplier agrees to maintain during the term of this Agreement policies of general and professional liability insurance in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Supplier shall provide written proof of such coverage upon request of Canyon County Paramedics.
 - 9.3. Each Party (an "**Indemnitor**"), to the extent allowed by Idaho law, shall indemnify, defend and hold harmless the other Party and its affiliates and their respective officers, directors, employees, agents and subcontractors (collectively, "**Indemnitees**") from any and all claims, demands, action, causes of action, losses, judgments, damages, costs and expenses (including but not limited to attorney's fees, costs and costs of settlement) (collectively, "**Losses**") the Indemnitees, or any of them, may suffer to the extent such Losses result from (i) any breach by Indemnitor of any of its representations, warranties, covenants or agreements contained in this Agreement, or (ii) the negligence or willful misconduct of the Indemnitor, its employees, agents or contractors.
10. **Limitation of Liability.** Other than the express representations and warranties contained in this Agreement, the Parties make no warranties, express or implied, regarding the services and products to be provided under this Agreement. **EXCEPT WITH RESPECT TO INSTANCES OF INTENTIONAL MISCONDUCT, UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF**

LIABILITY SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT.

11. Termination of Agreement.

11.1. Either Party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other Party.

11.2. Either Party may terminate this Agreement upon the material breach of the Agreement by the other Party by giving the other Party thirty (30) days' prior written notice of breach. If the material breach is not cured by the breaching party within thirty (30) days of receipt of the notice, the Agreement shall terminate at the end of such thirty (30) day period.

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

11.4. Upon termination of the Agreement, neither Party will have any further obligations under this Agreement, except each Party will remain liable and responsible to the other for all prior obligations and for all acts and omissions of such Party, its agents, contractors or employees, prior to termination.

12. **Force Majeure.** Each Party shall be excused from any delay in performance or from failure to perform under this Agreement to the extent such delay or failure to perform results from any cause beyond the reasonable control of the Party, including but not limited to fires, floods, epidemics, quarantine restrictions, strikes, war, riots, earthquake, extraordinary weather conditions, or governmental or court action (a "**Force Majeure Event**"). The affected Party shall give notice to the other Party promptly in writing upon learning of the Force Majeure Event. Notwithstanding any provision herein to the contrary, the affected Party shall not be liable for any damages arising out of the Force Majeure Event.

13. **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or by overnight courier, to the address below with an electronic copy sent to the receiving Party's legal department at wpunkoney@whitepeterson.com or contracts@saintalphonsus.org, as applicable:

Canyon County Paramedics
6116 Graye Ln.
Caldwell, ID 83607
Attn: Leann Axe, Office & Finance
Administrator
Cc: legal

Saint Alphonsus Regional Medical Center,
Inc.
1055 N. Curtis Rd.
Boise, Idaho 83706
Attn: Blood Bank
Cc: Legal

or to such other address as either Party may from time to time designate by notice hereunder. Notices shall be effective on the earlier of receipt or refusal of acceptance.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between Canyon County Paramedics and Supplier regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both Parties.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Pursuant to I.C. § 29-110(1), the parties agree that exclusive venue for any action arising from or related to this Agreement shall be in the state district court of Canyon County, Idaho.
16. **Non-assignment.** Neither Party may assign this Agreement to any third party or entity without the prior written approval of the other Party in its sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page. A facsimile transmission of an original signature or PDF electronic signature may constitute a counterpart and the signature of any Party delivered by facsimile transmission or PDF electronic signature shall be deemed an original signature for all purposes.
18. **Referrals.** The Parties' intent is that this Agreement does not violate U.S.C. § 1320z-7b(b) (commonly referred to as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly referred to as the Stark Law), or a comparable state law governing kickbacks, bribes, rebates, or patient referrals. Nothing in this Agreement or in any other written or oral agreement between Supplier and Canyon County Paramedics, or any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Supplier. This Agreement is not intended to influence Canyon County Paramedics' judgment in choosing the hospital or other health care facility or provider deemed by Canyon County Paramedics to be best qualified to deliver goods or services to any particular patient. The rights of Canyon County Paramedics under this Agreement shall not be dependent in any way on the referral of patients or business to Supplier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Canyon County Paramedics

By: _____

Name: _____

Title: _____

ATTEST:

Title: District Clerk

Name: _____

Title: _____

SAINT ALPHONSUS REGIONAL MEDICAL CENTER, INC.

By: _____

Name: Travis Leach

Title: President