BLOOD SUPPLY and SERVICES AGREEMENT

This Blood Product Supply and Services Agreement **(hereafter referred to as the "Agreement")** dated MARCH 17TH, 2020 **(hereafter referred to as the "Effective Date")** is entered into by Davis County Hospital and Clinics, a STATE non-profit organization, having it's principle place of business at 509 N Madison, Bloomfield, IA 52537 **(hereafter referred to as "Facility")** and between LifeServe Blood Center, an Iowa non-profit organization having its principal place of business at 431 East Locust Street, Des Moines, Iowa 50309 **(hereafter referred to as "LifeServe")** for the primary purpose of establishing the terms and conditions pursuant to which Facility may obtain certain products and services from LifeServe.

RECITALS

WHEREAS, Facility has provided Delivery, Billing and Notice information for all locations as set forth in the attached **Addendum C**.

WHEREAS, LifeServe provides products and services listed on the:

1. **Blood Product Fee Schedule** described in **Addendum A,**
2. **Service Fee Schedule** described in **Addendum B,**

related to blood, blood products, blood derivatives, blood components (collectively, "Blood"), and blood testing services ("Services").

WHEREAS, Facility will be obtaining Blood and/or Services subject to this Agreement;

WHEREAS, LifeServe is licensed by the Food and Drug Administration ("FDA"), certified to the Clinical Laboratory Improvement Amendments ("CLIA"), and accredited by the American Association of Blood Banks ("AABB") with corporate headquarters located in Des Moines, Iowa and holds FDA License 1846; and

WHEREAS, the Facility maintains a laboratory accreditation, certification, licensure and/or registration and fulfill all regulatory requirements of one or more of the following agencies: The American Association of Blood Banks (AABB); The Joint Commission (JC); the College of American Pathologists (CAP); the Centers for Medicare and Medicaid Services (CMS); Det Norske Veritas (DNV); and/or the Food and Drug Administration (FDA); and

WHEREAS, the parties desire to enter into this Agreement so that LifeServe may provide Blood and Services to Facility on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 LIFESERVE OBLIGATIONS

1.1 Supply of Blood and Services by LifeServe. LifeServe will provide to Facility its total supply of Blood and Services as required by Facility. In the event that a situation requires more blood products that LifeServe has, it is LifeServe's responsibility to locate blood products for the Facility.

1.2 Manufacturing. LifeServe will comply with Standard Operating Procedures that meet or exceed the current Good Manufacturing Practices for Blood and Blood Components as published by the Center for Biologics Evaluation and Research of the U.S. Food and Drug Administration ("FDA") and in accordance with applicable laws and regulations, including Title 21 of the Code of Federal Regulations, AABB Standards for Blood Banks and Transfusion Services, and applicable provisions of the Code of Federal Regulations for Blood it collects from donors for delivery pursuant to this agreement. LifeServe reserve the right to deliver Blood to Facility from other sources that are tested and subject to the same standards.

1.3 Testing. Prior to supplying Blood to the Facility, LifeServe will certify that all tests for infectious disease and bacterial contamination required in accordance with the current rules and regulations of the FDA and Standards of the American Association of Blood Banks ("AABB") have been performed. LifeServe reserves the right to having testing performed by other sources that are subject to the same standards. LifeServe reserves the right to perform or have others perform additional tests as it may deem appropriate.

1.4 Inventory Levels: An adequate supply of Blood will be available to the Facility at all times. The Facility's inventory is mutually agreed upon by the Facility and LifeServe. Future changes to the schedule of shipments will be mutually agreed upon by the Facility and LifeServe.

1.4.1 Inventory Fluctuations. LifeServe and the Facility recognize that shipment levels may change occasionally due to system-wide inventory fluctuations and the needs of all LifeServe customers. In these situation, LifeServe may alter the Facility's inventory, increasing or decreasing the number of units to be held by the Facility.

1.4.2 Mass Casualty Situations. In emergency situations LifeServe shall notify Facility of the situation constituting said emergency and the blood inventory changes as soon as practical under the circumstances. (Mass Casualty situations)

1.5 Orders. Blood and Services will be furnished by LifeServe as soon as practically possible and, in no event, more than a commercially reasonable time after the receipt of an order from the Facility. All Blood and Services will be provided according to a time period mutually acceptable to LifeServe and the facility.

1.6 Packaging and Delivery. LifeServe assumes all responsibility for proper packing of Blood for safe shipment to Facility, in accordance with applicable packing and shipping regulations. Delivery of Blood orders will be made by LifeServe or its agents. Routine shipment schedules will be based on historic blood usage and mutually agreed upon by Facility and LifeServe. In emergency situations, Facility may be asked by LifeServe to collaborate on delivery. LifeServe and Facility recognize that shipment levels may change occasionally due to system-wide inventory fluctuations and the needs of all LifeServe customers. LifeServe reserves the right to bill for delivery if Facility requests exceed historical demand and previously mutually agreed up delivery schedules this includes potential delivery charges on STAT "Service" orders.

1.7 Delivery Failures. If LifeServe anticipates that it will not be able to deliver any particular Product ordered by Facility by the agreed upon date, LifeServe will immediately notify Facility and work with Facility to resolve the delivery issue to Facilities reasonable satisfaction. Such resolution may include acceptance of alternative delivery dates or provision of an acceptable substitute from LifeServe at the same or lower pricing as the unavailable Product. LifeServe will be responsible for paying additional costs for any expedited shipment of Products required to meet the delivery obligations stated in this Agreement including products subject to back order.

1.8 Immunohematology Reference Laboratory Services. Upon request by Facility, LifeServe will provide immunohematology testing on a patient sample submitted by Facility. These testing services are listed on the Service Fee Schedule (Addendum B).

1.8.1 Turnaround time. The turnaround time will be negotiated on a case by case basis, dependent on patient situation, complexity of the case and workload. LifeServe and Facility will agree to specific turnaround times, if requested.

1.8.2 Compatibility Testing Services. Upon request by Facility, LifeServe will perform compatibility testing using the specific patients same for

crossmatching the products designated by LifeServe for transfusion to the specific patient.

1.8.3 Labeling of Crossmatched Units by LifeServe. Upon completion of the compatibility testing, LifeServe will label each unit. The label will include all the required information.

1.8.4 Accuracy of information provided by Facility. LifeServe shall have no obligation to determine, or responsibility for, the accuracy or validity of the information furnished by Facility.

1.9 Disaster Recovery Plan. LifeServe shall maintain a disaster recovery plan to enable delivery of Blood and/or Services upon occurrence of any event or circumstance beyond LifeServe's reasonable control and agrees to review such plan with Facility upon request.

1.10 Reports by LifeServe. LifeServe agrees to make the following information/reports available to the Facility:

1.10.1 Recalls. Pursuant to FDA guidelines including 21 C.F.R. § 610.46 and § 42 C.F.R. 482.27(c), or other applicable law, LifeServe shall promptly notify Facility if Blood supplied to Facility was collected from a donor who tested negative at the time of donation but subsequently tests confirmatory positive for viral market tests for HIV, HTLV, Hepatitis B, Hepatitis C, WNV, Zika or other transmittable infectious diseases at a later donation. LifeServe shall promptly notify Facility of the results of the FDA licensed, more specific test or other follow-up testing recommended or required by the FDA within thirty (30) calendar days after the donor's repeatedly reactive screening test.

1.10.2 Circular of Information. LifeServe will provide copies of the Circular of Information, at least annually or upon any revision of said circular.

1.10.3 Recalls and Market Withdrawals. LifeServe will notify Facility of receipt of blood products are subsequently found to meet FDA qualifications for recall or market withdrawal.

1.10.4 Adverse Reaction Reports. LifeServe will respond in writing to Facility within thirty (30) days of receipt of all adverse reaction patient reports filed to Facility.

1.10.5 Safety Notices. LifeServe will promptly notify Facility after becoming aware of any patient safety issue involving the blood or services provided.

1.10.6 Revocation of Accreditation or Licensure. Written notification of accreditation and/or registration revocation by accrediting and regulatory agencies.

1.10.7 Other Reports. LifeServe will provide other reports to the Facility to assist with inventory management and evaluation of transfusion practice.

1.11 Compliance with Facility policies. LifeServe shall be subject to and shall comply with the terms and conditions of applicable Facility policies.

1.12 Compliance with Applicable Laws and Standards. LifeServe shall comply with any and all applicable local, state and federal laws and regulations in connection with rendering the Services to the Facility.

1.13 Indemnification and Hold Harmless. LifeServe shall indemnify and hold harmless the Facility and each of its affiliates and related entities, as well as its directors, officers, employees and agents (the Facility and each such person being called a "Facility Indemnitee") from any and all losses, claims, damages, liabilities and related expenses, including reasonable attorneys' fees, incurred by or asserted against any Facility Indemnitee arising out of any breach of this Agreement by LifeServe.

2.0 FACILITY OBLIGATIONS.

2.1 Supply of Blood Services. Facility agrees that it will exclusively purchase all its requirements for blood products from LifeServe. Facility agrees to not store blood or act as a supply agent for any other facility or company with respect to blood or any part of blood provided by LifeServe without the express written consent of LifeServe.

2.2 Orders. The Facility will order Blood and Services by calling or online order placement through LifeServe's Distribution Department. The Facility will have access to an online blood ordering system with appropriate access and training provided by LifeServe. LifeServe will provide twenty-four (24) hour coverage of that department for the purpose of receiving blood orders.

2.3 Inspection. All Blood shall be subject to inspection and approval upon receipt by Facility. Blood that does not comply with Facility order; or in any way fails to comply with warranties provided under this Agreement or with applicable law; or are damaged in shipment, may be rejected by Facility upon receipt. Facility may hold Blood rejected for reasons described above pending LifeServe's instructions.

2.4 Storage Requirements. The Facility agrees to meet the AABB and FDA requirements for proper storage, temperature charting and alarm devices such that Blood returned from the Facility can be used by other health care providers for transfusion purposes. If for any reason the AABB and FDA regulations are not met, the Facility agrees to promptly provide notice to LifeServe. The Facility shall provide copies of their CAP, AABB, FDA, CLIA, CMS, or Joint Commission accreditation or certification upon request. In the event that the Facility does not meet requirements for proper storage of blood products, the Facility will be unable to return blood products for credit.

2.4.1 Responsibility for blood once at Facility. Unless instructed by LifeServe otherwise pursuant to Section 2.3 of this Agreement, the Facility shall have sole and exclusive responsibility for the maintenance, use and risk of loss of the Blood after the delivery of any Blood to the Facility.

2.4.2 Facility Audit. Upon reasonable advanced notice by LifeServe, the Facility shall permit inspection of such Facility's blood bank by LifeServe personnel in order to determine that Blood is properly maintained and is returnable. The final determination of appropriate storage and handling of blood and blood products resides solely with LifeServe, which sole discretion shall not be exercised in an unreasonable manner.

2.4.3 Inventory Rotation. The Facility will assist LifeServe in inventory rotation to minimize outdating and available inventory system wide.

2.4.4 Defective products. Facility shall notify LifeServe promptly of any defective products and the defective products shall be returned to LifeServe for credit and replacement.

2.4.5 Return of Outdated Units. Facility agrees to return all outdated Blood to LifeServe in the time frame agreed upon with LifeServe. The return of these products will be coordinated by LifeServe.

2.5 Returns. The Facility may return Blood obtained from LifeServe and receive total or partial credit for the fees charged by LifeServe, as permitted under this agreement. Any Blood that is returnable for credit and re-issue is a resource to the community blood supply serviced by LifeServe, and any such units will be immediately released to LifeServe upon request, as to enable LifeServe to respond to an imminent transfusion need. Any returned blood must have documentation that, during Facilities custody, all rules and requirements of the FDA and the stands of the AABB have been met for the storage and handling of the units.

2.6 Transfusion. The Facility shall conduct and assume responsibility for all transfusion procedures, including compatibility testing, with respect to blood and components furnished by LifeServe except when the Facility requests LifeServe to perform some aspect of testing related to Addendum B and tests performed under section 1.8 of this agreement.

2.6.1. Records. The Facility shall maintain complete medical records of all patients to whom Blood is supplied by LifeServe has been transfused, including, but not limiting to, records showing the disposition of the Blood.

2.6.2 Patient Fees. Facility agrees not to sell, barter, trade, or exchange LifeServe's blood products, parts thereof, or derivatives. Facility will be allowed to charge any patient provided with blood products the fair market value of any such products.

2.7 Immunohematology Reference Laboratory Services. Facility may request these services be provided by LifeServe. These testing services are listed on the Service Fee Schedule, **Addendum B**.

2.7.1 Blood Sample. Facility shall furnish LifeServe with a freshly drawn blood sample within three (3) days prior to the date of the intended transfusion. The sample should be minimum sample requirements as defined by LifeServe. Each blood sample shall be clearly labeled with required information. On occasion, LifeServe may request additional special samples. The patient name and identification on the samples shall be accurate and the same as that on the submitted paperwork.

2.7.2 Paperwork. Each request for compatibility testing must be accompanied by the fully completed appropriate paperwork by Facility. An accurate history of the patient's transfusions, medications and special transfusion needs shall be provided when appropriate. If LifeServe requests additional pertinent information, Facility will provide as soon as possible.

2.7.3 Post-Transfusion Record Keeping. During and upon completion of transfusion of each product crossmatched by LifeServe, Facility will complete and maintain transfusion records to comply with section 2.6.1.

2.7.4 Transfusion Records. If Facility has reason to believe that any type of transfusion reaction has occurred, Facility shall promptly and fully complete the appropriate forms and associated investigation.

2.7.4.1 Investigation. If Facility wants LifeServe to complete the investigation, Facility should contact LifeServe immediately to

ensure all appropriate information and items, including product bag and IV-Solution are obtained in a timely manner.

2.7.4.2 Suspected Hemolytic Transfusion Reactions. If the Facility has any reason to suspect that a hemolytic reaction has occurred, the Facility shall immediately notify by the fastest means the Medical Director of LifeServe.

2.8 Encouragement of Blood Donation. Facility understand that LifeServe's ability to perform its obligations under this Agreement is directly related to its ability to recruit volunteer donors and collect blood and components. Facility agrees to encourage blood donations and to assist LifeServe's personnel in efforts to procure blood and components within the Facilities service area. Any blood drives held on Facilities premises will be conducted by and for LifeServe.

2.9 Reports by Facility. Facility agrees to make the following information/reports available to LifeServe:

2.8.1. Inventory. The inventory of blood and components, on a daily basis or upon request by LifeServe.

2.8.2 Transfusions. The transfusions, on a daily basis or upon request by LifeServe.

2.8.3 Discarded Products. Any product discarded at the Facility, on a daily basis or upon request by LifeServe.

2.8.4 Complaints and Adverse Reactions. All complaints of adverse reactions regarding Blood arising as a result of blood collection or transfusion as required by "Current Good Manufacturing Practices for Blood and Blood Components" as published in the Code of Federal Regulations. LifeServe will be given access by Facility to medical records required for the investigation of unusual/or problem cases relating to transfusion and transfusion safety in the event such problem cares are related to blood products(s). Facility shall cooperate with LifeServe's investigation of any Adverse Event and supply information concerning the recipient of Blood Products in accordance with all applicable laws including laws governing patient confidentiality.

2.8.5 Transfusion Reactions. All transfusion reactions related to a blood component suspected of being non-conforming, as soon as reasonably possible following discovery.

2.8.6 Pertinent Information. Pertinent information on all patients who,

subsequent to transfusion, develop confirmed positive tests for viral hepatitis, HIV, or other transfusion transmissible diseases where transfusion cannot be ruled out as the source of infection. Pertinent information, as requested by LifeServe, on recipients of blood components from donors who, subsequent to transfusion, develop a confirmed positive test for viral hepatitis, HIV, or other transfusion transmissible diseases. Notification shall be given as soon as reasonable possible.

2.8.7 Reporting of Fatalities. Any fatality directly attributable to transfusion of LifeServe blood products shall verbally be report to the Director of Center for Biologics Evaluation and Research (CBER) Food and Drug Administration and LifeServe's Quality Unit within twenty-four (24) hours after the fatality. A written report concerning investigation of the reaction shall be submitted to the Director of CBER within seven (7) days after the fatality, as expressly required by 21 CFR §606.170(b).

2.8.8 Quarantine and Notification Requirements. The Facility shall comply with all applicable quarantine and notification requirements including, but not limited to, 42 CFR § 482.27 (c) (3), upon notification by LifeServe of blood or blood components potentially infected with HIV/HCV or other infectious agents.

2.8.9 Patient Notification. If LifeServe notifies the Facility that the results of the more specific testing are positive for HIV/HCV/other infectious agents, the Facility shall notify any patient who has been administered such potentially HIV/HCV/other infectious blood or blood products, or that patient's attending physician, in a manner consistent with the applicable law, including but not limited to, the requirements of 42 CFR § 482.27(c) (4) – (8). LifeServe shall have no responsibilities with respect to the notification of the patient.

2.8.10 Revocation of Accreditation or Licensure. Written notification of accreditation and/or registration revocation by accrediting and regulatory agencies.

2.8.11 Response to LifeServe. The Facility will make a reasonable effort to respond to LifeServe recall/market withdrawal notifications within thirty (30) days of receipt of such notification.

2.9 Compliance with LifeServe policies. The Facility shall be subject to and shall comply with the terms and conditions of the current LifeServe policies.

2.10 Compliance with Applicable Laws and Standards. The Facility shall comply with any and all applicable local, state and federal laws and regulations in connection

to the products and services provided by LifeServe.

2.11 Indemnification and Hold Harmless. The Facility shall indemnify and hold harmless LifeServe and each of its affiliates and related entities, as well as its directors, officers, employees and agents (LifeServe and each such person being called a "LifeServe Indemnitee") from and all losses, claims, damages, liabilities and related expenses, including reasonable attorneys' fees, incurred by or asserted against any LifeServe Indemnitee arising out of any breach of this Agreement by the Facility.

3.0 TERMS AND TERMINATION

3.1 Term. This Agreement shall be in place from the Effective Date through December 31, 2024 unless terminated earlier pursuant to applicable provisions. The Term of this Agreement may be extended by the Parties for two (2) additional one (1) year terms by at least sixty (60) days notices prior to the expiration of the Initial Term.

3.2 Termination. This Agreement may be terminated by either party without further obligation or liability prior to its scheduled expiration date and providing a 90 day notice for the following reasons:

a. upon the cessation of either party's business or the dissolution of either party(unless said dissolution is merely the result of the creation of a successor entity to such dissolving party);

b. by either party upon the commission of acts or omissions by the other party constituting willful misconduct, dishonesty, fraud or other illegal or improper acts; and/or

c. by either party for any breach by the other party of any material duties, responsibilities or covenants hereunder that is not cured within ten (10) days after receipt of written notice specifying the breach. Said termination shall be effective upon the expiration of the ten (10)-day cure period if said breach is not cured.

Notwithstanding the termination or expiration of this Agreement, the parties shall be required to carry out any provisions hereof which contemplate performance subsequent to termination or expiration, including but not limited to payment by Facility for all services provided by LifeServe up to and including the effective date of termination of this Agreement in accordance with the then-current Blood Product Fees Schedule, **Addendum A** and Service Fee Schedule, **Addendum B**, cooperation with respect to any pending actions and fulfillment of all responsibilities hereunder relating to all services rendered prior to such

termination or expiration. Neither termination nor expiration shall affect any liability or other obligation of LifeServe or Facility which may have accrued prior to such termination or expiration.

4. **Fees and Billing.**

4.1 In consideration for Blood and Services rendered within the scope of this Agreement, Facility shall compensate LifeServe for all invoiced products and services in accordance with the **"Blood Product Fee Schedule"** Addendum A and **"Service Fee Schedule**" Addendum B as amended or modified from time to time.

4.1.2 Special Order Products. Blood listed in the Addendum A "**Blood Product Fee Schedule**" ordered as special order products (such as irradiation, etc.) will be provided to the Facility on a non-returnable basis and will be charged to the Facility immediately upon receipt of the order whether or not the order is subsequently cancelled. The Facility agrees to pay LifeServe the fees for the special order services as provided to the facility in Addendum A or upon request by the facility.

4.1.2. Special Order Services. The Services listed in the Addendum B "**Service Fee Schedule**" as special order services will be provided to the Facility on a non-returnable basis and will be charged to the Facility immediately upon receipt of the order whether or not the order is subsequently cancelled. The Facility agrees to pay LifeServe the fees for the Services listed in the Schedule.

4.2 Modification of Fee Schedules. Fee schedules (Addendum A and Addendum B) may from time to time need to be changed and when such changes are made, LifeServe shall give the Facility sixty (60) days prior written notice of the change by LifeServe. Notwithstanding the foregoing, LifeServe may change Addendum A **"Blood Product Fee Schedule"** after thirty (30) days advance written notice if there is a government mandate, guideline, recommendation, resolution, regulation or endorsement concerning a change in the required testing technology or methodology.

4.5 Invoicing. LifeServe agrees to provide invoices following each shipment and one (1) monthly statement to Facility summarizing by invoice number and dollar amount the Blood and other Services provided to Facility under this Agreement during the preceding month.

4.6 Payment. The Facility agrees to pay all invoices outstanding on the monthly statement within Thirty (30) days and further agrees to pay a charge of 1½ percent per month on any amount not paid when due.

4.7 Credits. From time to time situations may result when LifeServe should credit the facility. These will be done in a timely manner.

4.7.1 Full Credits. LifeServe will issue full credit to Facility for products redistributed, or recalled, from Facility inventory by LifeServe.

4.7.2. No credits. LifeServe will not issue credit for blood and blood products that:

a. have not been properly maintained and are therefore not transfusable products that have been modified in any manner, or products that the product label has been defaced in any manner.

b. have expired unless Facility has been specifically asked to stock short-shelf life products at the request of LifeServe.

c. are frozen blood products that have less than 3 months of use.

5. Miscellaneous Provisions.

5.1 No Warranties; Limitation of Liability. No laboratory tests or other procedures are presently available which can ensure that the Blood provided under this Agreement is free from all agents, including, but not limited to, infectious agents such as viruses, auto-immune diseases, including HIV and AIDS, hepatitis and Creutzfeldt-Jacob Disease (CJD) agent, which may cause disease or illness. LifeServe makes no express warranties regarding the Blood, and LifeServe hereby excludes and disclaims in their entirety all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Blood. Notwithstanding the foregoing, LifeServe represents and warrants that all testing required by law and/or this Agreement has been or will be conducted on all blood and blood components delivered to Facility and that the results of all such tests indicate, to the ordinary degree of conclusiveness attendant to such tests, that the blood or blood components delivered to the Facility are free of any of the above-referenced infectious agents.

Under no circumstances or theories, including negligence or breach of contract, will LifeServe be liable to the Facility for any lost profits, business or goodwill, or for any exemplary, special, incidental, consequential, punitive or indirect damages which in any way arise out of this Agreement, even if LifeServe knew or should have known of the possibility of any of those damages.

5.2 Amendment. No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in

writing and signed by the parties by their duly authorized representatives. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

5.3 Force Majure. Neither party shall be liable for the delay or failure in the performance of any of its obligations under this Agreement where such delay or failure is by reason of any cause or causes beyond its reasonable control, including but not limited to, acts of God, war, labor disputes, governmental action, laws or regulations, fire or other casualty, transportation difficulties, weather or shortages of labor or materials.

5.4 Severability. In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable or in violation of any applicable state or federal law or regulation, the parties shall immediately commence negotiations to modify or amend this Agreement or such provision in order that this Agreement shall, as amended, express and contain the understandings and intentions of the parties. Any and all amendments of this Agreement shall be in writing, signed and dated by both parties

5.5 Certification. LifeServe certifies that it has not been sanctioned by any state or federal health care regulatory agency or excluded from participation in any state or federal health care program.

5.6 HIPAA. The parties understand and agree that this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 CFR Parts 160 and 164 issued under said Act. The parties agree to comply with HIPAA and the regulations issued under HIPAA and to execute any documents that may be required by HIPAA or the HIPAA Private Regulations.

5.7 Access to Books and Records. Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, LifeServe will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth $10,000 or more over a 12-month period with a related organization, the subcontract shall contain a clause placing the same obligations on subcontractor as this clause places on that party. LifeServe shall immediately notify Facility of its receipt of any such request for this Agreement and any other books, documents and records and shall provide Facility with copies of any such materials. In the event this Agreement is not subject to the

provision of 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. 420.300 et seq. or relevant regulations, this paragraph shall be null and void.

5.8 Effect of Government Regulation. Either party shall have the right to terminate or amend this Agreement, without liability, to comply with any legal order, ruling, opinion procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which: (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause a party to be in violation of the law; (iii) jeopardizes the tax-exempt status of either party, or any affiliate of either party; (iv) jeopardizes the tax-exempt status of any bonds issued for the benefit of either party, or any affiliate of either party; or (v) jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded health care program, including the Medicare and Medicaid programs, of either party, or any affiliate of either party.

5.9 Independent Contractor Relationship. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. LifeServe agrees to comply with and assist Facility in observing federal and state accreditation standards.

5.10 Insurance. In order to adequately insure their respective personnel for liability arising out of the activities to be performed under this Agreement, LifeServe and the Facility each agree to be adequately self-insured and/or obtain and maintain in force and effect liability insurance to insure themselves and their respective personnel for liability arising out of activities to be performed under, or in any manner related to, this Agreement.

5.11 Coverage limits. Each party agrees to provide general liability insurance for itself, its agents and employees. Each party shall maintain comprehensive general liability insurance in the minimum amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both

parties agree to maintain liability policies in amounts at least equal to these stated minimums; neither party may reduce coverage below the stated minimums without at least thirty (30) days' advance written notice to the other party.

5.12 Confidentiality. The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and system, reimbursement schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law, and notwithstanding any other provision of this Agreement to the contrary, Facility shall have the right to disclose pricing and other terms of this Agreement to Facility's attorneys, accountants, group purchasing organization and other third parties retained by Facility (collectively "Facility Consultants") provided any such Facility Consultants agree to the same level of confidentiality set forth in this Agreement. This provision shall survive termination of this Agreement.

5.13. PROPRIETARY INFORMATION.
During the term of this Agreement and for a period of two (2) years thereafter, each party, its directors, officers, employees and agents shall maintain proprietary information concerning the operations of the other party in strict confidence. Proprietary information shall be deemed to include but not be limited to, all information and records, whether written or oral, obtained prior to or subsequent to the execution of this Agreement concerning finances, contracts or prices, and the like. Within thirty (30) days from the date this Agreement is terminated and upon written request, each party shall return or destroy all documents marked as proprietary information received from the other. Any unauthorized disclosure of proprietary information shall entitle the non-disclosing party to injunctive relief, in addition to such legal and equitable remedies as may be available pursuant to law.

NOTICES.

Notices:

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered to a Party upon personal delivery to that Party or three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

If to Facility:

Davis County Hospital and Clinics

Attn: CEO

509 N Madison

Bloomfield, IA 52537

Telephone (641) 664-2145

If to LifeServe:

Stacy Sime, President/CEO
LifeServe Blood Center
431 E. Locust
Des Moines, IA 503069
515.309.4850

ENTIRE AGREEMENT

This Agreement, together with such exhibits or addendums as may be attached to and incorporated herein, constitutes the entire understanding between the parties and supersedes all prior proposals, representations, communication, negotiations and agreements between the parties, whether oral in writing.

IN WITNESS WHEREOF, the parties hereto have each caused this Blood Supply and Service Agreement to be executed effective as of the date first above written.

FACILITY:

By: _____

Title: CEO Date: 2/26/2020

BY: LIFESERVE BLOOD CENTER

_____ Date: 2/28/2020
Stacy Sime, President/CEO