

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

THIRD AMENDMENT TO BLOOD SERVICES AGREEMENT

THIS THIRD AMENDMENT ("Third Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and South Texas Blood & Tissue Center, a Texas not-for-profit organization, ("STBTC"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Blood Services Agreement, effective September 1, 2023; an Addendum to Blood Services Agreement ("Addendum"), executed January 3, 2024; an Amendment to Blood Services Agreement ("First Amendment"), executed October 31, 2024, and an a Second Amendment to Blood Services Agreement, ("Second Amendment"), executed March 25, 2025, collectively referred to as the "Agreement" and incorporated fully by reference for all purposes, for STBTC to provide blood to Fort Bend County's critically ill patients on behalf of the Fort Bend County Emergency Medical Services ("EMS"), which is an emergency service provider ("ESP"); and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(2) of the Texas Local Government Code, exempts from competitive bidding contracts that are necessary to preserve the public health or safety of the residents of the County; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is necessary to preserve the public health or safety of the residents of the County; and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, by execution of this Third Amendment, the Parties desire to amend the Agreement to provide for additional services by STBTC, to increase the Limit of Appropriation, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

I. Amendments

1. **Section 1, Scope of Services.** STBTC shall continue to provide products and/or services as described in the Agreement during the Renewal Term.
2. **Section 2, Term.** This Third Amendment is effective as of October 1, 2025 and shall expire no later than December 31, 2026, unless terminated sooner pursuant to this

Agreement ("Renewal Term"). This Agreement shall not automatically renew, but may renew upon written agreement of the parties.

3. **Section 6, Limit of Appropriation.** STBTC's fees shall be calculated at the rates set forth in the Blood Service Agreement Fee Schedule, attached hereto as Exhibit "A3". The Limit of Appropriation for the performance of services within the Scope of Services concerning this Third Amendment is Two Hundred Five Thousand and 00/100 dollars (\$205,000.00). The Maximum Contribution payable to STBTC for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed Three Hundred Fifty Thousand and 00/100 dollars (\$350,000.00), authorized as follows:

\$20,000.00	under the Addendum to the Agreement; and
\$20,000.00	under the Amendment to the Agreement; and
\$105,000.00	under the Second Amendment to the Agreement; and
<u>\$205,000.00</u>	under this Third Amendment to the Agreement.
\$350,000.00	Total Maximum Contribution

In no case shall the amount paid by County for all product and/or services under the Agreement and this Third Amendment to the Agreement exceed the above Limit of Appropriation without an amendment executed by the parties.

4. **Section 15, Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not otherwise been modified or amended.
5. **Section 18, Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Understanding, Fair Construction.** By execution of this Third Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

IN WITNESS WHEREOF, this Third Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Third Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

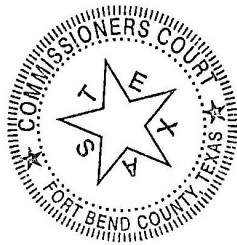
FORT BEND COUNTY

SOUTH TEXAS BLOOD & TISSUE CENTER,
A TEXAS NOT-FOR-PROFIT ORGANIZATION

KP George
KP George, County Judge

Mark E. Fite
Mark Fite (Dec 4, 2025 09:58:34 CST)
Authorized Agent - Signature

January 8, 2026
Date



Mark E. Fite
Authorized Agent- Printed Name

ATTEST:

EVP / COO

Laura Richard
Laura Richard, County Clerk

Title
12/04/2025
Date

REVIEWED:

[Signature]
Emergency Medical Service Department

AUDITOR'S CERTIFICATE

\$350,000

I hereby certify that funds are available in the amount of ~~\$ 205,000~~ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A3: Blood Services Agreement Fee Schedule, effective October 1, 2025

Exhibit A3



Fort Bend County EMS
Confidential Fee Schedule
Effective October 1, 2025

WHOLE BLOOD:

Low Titer O+ Whole Blood (non-Leukocyte-Reduced)	\$636.00
Liquid Plasma	\$112.00
O Type Surcharge Fee per unit	\$33.00
Time-Dependent Delivery Fee	Variable


Fort Bend County STBTC Third Amend to BSA Eff 10012025 purchasing@fortbendcountytx.gov _20251202_165013


Final Audit Report


2025-12-04


Created:	2025-12-04
By:	Jacki Perparas (Jacki.perparas@biobridgeglobal.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHyR6Uyc0N9qdknsR1oFMSn74xMDhIJMm


"Fort Bend County STBTC Third Amend to BSA Eff 10012025 p urchasing@fortbendcountytx.gov_20251202_165013" History

 Document created by Jacki Perparas (Jacki.perparas@biobridgeglobal.org)
2025-12-04 - 3:47:39 PM GMT- IP address: 155.190.8.6

 Document emailed to Mark Fite (mark.fite@biobridgeglobal.org) for signature
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 Email viewed by Mark Fite (mark.fite@biobridgeglobal.org)
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 Document e-signed by Mark Fite (mark.fite@biobridgeglobal.org)
Signature Date: 2025-12-04 - 3:58:34 PM GMT - Time Source: server- IP address: 155.190.8.4

 Agreement completed.
2025-12-04 - 3:58:34 PM GMT

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1398299

Date Filed:
 12/09/2025

Date Acknowledged:
 01/08/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 South Texas Blood & Tissue Center
 San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 22-EMS-100649-A3
 Blood Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BioBridge Global	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

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