

**AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
BLOOD CENTERS OF THE PACIFIC**

THIS AGREEMENT, entered into this ____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on February 27, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. All references to Health Services Agency, Hospital and Clinics, or San Mateo County General Hospital will be amended to read "San Mateo Medical Center" and all references to Director of Health Services shall be amended to read "Chief Executive Officer of San Mateo Medical Center".
2. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

"2. Payments

- A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION THREE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$1,373,229) for the contract term."

3. Section 4, Hold Harmless, of the Original Agreement is hereby amended to read as follows:

“4. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.”

4. Section 6, Non-Discrimination, of the Original Agreement is hereby amended to read as follows:

“6. Non-Discrimination

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
- i. termination of this Agreement;
 - ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
 - iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
 - iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

E. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse”.

5. Section 10, Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

“10. Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.”

6. Schedule B of the original agreement is amended as follow:

“ SCHEDULE B – PAYMENTS

- A. From January 1, 2001 through June 30, 2003, the charges for blood, blood components and derivatives that represent the cost to Contractor of collection, processing, storage and delivery, along with a replacement fee are specified in the Blood Centers of the Pacific Schedule of Fees, Attachment A, which shall be maintained in the Business Office at San Mateo Medical Center.
- B. From July 1, 2003 through December 31, 2003, the charges for blood, blood components and derivatives that represent the cost to Contractor of collection, processing, storage and delivery, along with a replacement fee are specified in the Blood Centers of the Pacific Schedule of Fees, Attachment B, which shall be maintained in the Business Office at San Mateo Medical Center.
- C. Contractor will submit monthly invoices to County for payment of supplying blood, blood components and derivatives. All invoices are due and payable by County within thirty (30) days of receipt of the monthly statement.
- D. Due to technology, related tests and services not specifically listed will be paid upon approval of pathologist/manager.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

- 1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
- 2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
- 3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of February 27, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

BLOOD CENTERS OF THE PACIFIC

By: _____
Rose Jacobs Gibson, President
Board of Supervisors
San Mateo County

By: Richard A. Hester

Date: _____

Date: 10/30/03

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Blood Centers of the Pacific
Contact Person: Richard HARUSTEN
Address: 270 MARSHALL AVENUE
SAN FRANCISCO, CA 94110
Phone Number: 415-747-6630
Fax Number: 415-747-6630

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

J A Harusten
Signature

RICHARD HARUSTEN
Name (Please Print)

DIRECTOR, Hospital Services
Title

10/20/03
Date



Blood Centers of the Pacific

November 30, 2000

ATTACHMENT A

Irwin Center
270 Masonic Avenue
San Francisco, CA 94118
PH: 415/567-6400
FAX: 415/921-6184

Cesar M. Calderon
Director, Materials Management
San Mateo County General Hospital
222 - 39th Avenue
San Mateo, California 94403

Dear Mr. Calderon:

As requested in your response to the BCP reply to SMCGRH's request for proposal, you will find below proposed pricing for core blood products and services for the years 2000-2003.

Products/Services	2001/unit	2002/unit	2003/unit
Red Blood Cells LR	\$140	\$144	\$148
Fresh Frozen Plasma	\$77	\$77	\$77
Cryoprecipitate	\$69	\$69	\$69
Single Donor Platelets	\$590	\$590	\$590
Autologous Units	\$215	\$215	\$215
Designated Units	\$215	\$219	\$223
Rh Immune Globulin	\$100/\$85	\$100/\$85	\$100/\$85
NSA (25%) 50 ml.	\$52/\$45	**	**
NSA (5%) 250 ml.	\$52/\$45	**	**

** Due to the volatile nature of the plasma derivative market we are unable to extend multi-year pricing.

Should you have further questions, please call Richard Harveston, Director of Hospital Services at (415) -749-6630.

Sincerely,

Nora V. Hirschler, M.D.

President and CEO



..... A merger of two independent blood centers



270 Masonic Ave
San Francisco, CA 94118
415-567-6400

Blood Centers *of the Pacific*

FEE SCHEDULE FOR 2001

<u>Description</u>	<u>List Price</u>	<u>SMCGH Price</u>
Whole Blood	\$167.00	\$160.00
PediPak	56.00/part	53.00/part
Autologous	215.00	215.00
Red Blood Cells	120.00	110.00
Leukocytes Reduced	160.00	140.00
Irradiated	170.00	154.00
Leukocytes Reduced, Irradiated	210.00	184.00
Washed	220.00	220.00
CPDA-1-LR, less than 5 days old	168.00	147.00
Leukocytes Reduced, Washed	260.00	240.00
PediPak (leukocytes reduced)	53.00/part	46.00/part
Autologous	215.00	215.00
Frozen (leukocytes reduced)	260.00	240.00
Deglycerolized	310.00	290.00
Rejuvenated	385.00	365.00
Platelets, Single Donor by Apheresis	635.00	590.00
Leukocyte reduced	686.00	590.00
Irradiated	685.00	634.00
Leukocytes Reduced, Irradiated	734.00	634.00
by Apheresis (HLA Matched)	910.00	910.00
Washed (leukocytes reduced)	784.00	690.00
low count	410.00	410.00
Platelet Concentrates	77.00	73.00
Irradiated	97.00	87.00
Volume reduced	127.00	123.00
Plasma, Fresh Frozen	80.00	77.00
PediPak	27.00/part	26.00/part
Plasma, Frozen	74.00	69.00
Plasma, Liquid	55.00	50.00
Plasma, Cryo-depleted	76.00	69.00
Cryoprecipitate	76.00	67.00
Pooled (5 units)	538.00	478.00
Fibrin Adhesive	75.00	71.00
Granulocyte by Apheresis	810.00	810.00
Granulocyte concentrate (buffy coat)	110.00	107.00

Blood Centers of the Pacific270 Masonic Ave
San Francisco, CA 94118
415-367-6400**FEE SCHEDULE FOR 2001**

<u>Description</u>	<u>List Price</u>	<u>SMCGH Price</u>
<u>Additional Processing Services</u>		
Leukocytes reduction by filtration RBC . . .	\$40.00	\$50.00
Washing	100.00	100.00
Freezing	100.00	100.00
Deglycing	50.00	50.00
Rejuvenation	75.00	75.00
Volume reduction (platelet concentrate) . .	50.00	50.00
Irradiation (platelet concentrate)	20.00	14.00
Irradiation (other components)	50.00	44.00
CMV antibody negative	25.00	25.00
Hemoglobin S negative	15.00	15.00
Sterile docking	10.00	10.00
transfer bag	10.00	10.00
per PediPak	20.00	20.00
<u>Special Donations*</u>		
Whole Blood Autologous	215.00	215.00
Red Blood Cell Autologous	215.00	215.00
Freezing in advance of surgery	315.00	300.00
Autologous collection at Hospital	335.00	335.00
Fibrin Adhesive Autologous	148.00	135.00
Autologous surcharge (all other components)	75.00	75.00
Designated Donation Surcharge	75.00	75.00
Therapeutic phlebotomy collection		
at Blood Center	60.00	60.00
at Hospital	120.00/hour	120.00/hour

*Prepayment of autologous fees and designated surcharge will be required when applicable.

Blood Centers of the Pacific270 Masonic Ave
San Francisco, CA 94118
415-567-6400**FEE SCHEDULE FOR 2001****Blood Derivatives (see BioCare product catalog)**

Serum Albumin 5% - 250mL	BioCare
Serum Albumin 25% - 50mL	BioCare
Plasma Protein Fraction 250 mL	BioCare
Plasma Protein Fraction 500mL	BioCare
Antihemophilic Factor VIII (Special Order)	BioCare
Antihemophilic Factor IX	BioCare
Rh Immune Globulin (micro dose)	BioCare
Rh Immune Globulin	BioCare

Miscellaneous Supplies (see BioCare product catalog)

Duoflo Fibrin Adhesive Dispenser Kit	BioCare
WBC Removal Filters for Platelets	BioCare
WBC Removal Filters for Red Blood Cells	BioCare
Whole Blood collection set	BioCare

Non-Transfusable Research Products

Whole Blood - Not for transfusion	\$30.00
Red Blood Cells - Not for transfusion	25.00
Buffy Coat - Not for transfusion	120.00
Platelets concentrate - outdated	10.00
Plasma - outdated	25.00
Platelets by Apheresis - outdated	25.00

Blood Centers of the Pacific270 Masonic Ave
San Francisco, CA 94118
415-567-6400**FEE SCHEDULE FOR 2001**

<u>*Immunohematology Services</u>	<u>List Price</u>	<u>SMCGH Price</u>
ABO Grouping	13.00	11.00
ABO/Rh (Includes Du when indicated)	35.00	22.00
Adsorption (Auto)	150.00	136.00
Adsorption (Allo)	300.00	300.00
Adsorption (RESt)	200.00	190.00
Antibody Screen	35.00	32.00
Cell Separation	100.00	77.00
Chloroquine/Glycine HCl	60.00	55.00
Compatibility Test	75.00	65.00
Direct Antiglobulin Test	30.00	27.00
Donor Compatibility	75.00	65.00
Donor Units Negative for Antigens (per antigen)	50.00	44.00
Drug Study	400.00	378.00
Elution	90.00	92.00
Neutralization	60.00	60.00
Red Cell Panel (Initial)	70.00	57.00
Red Cell Panel (each Additional)	70.00	57.00
Red Cell Panel (Enzymes)	125.00	106.00
Red Cell Panel (Rare)	125.00	106.00
Red Cell Phenotype	130.00	125.00
Rh Phenotype (5 antigens)	35.00	32.00
Titration	70.00	64.00

***Component Surcharges**

Confirmed Antigen Negative Units (per antigen)	50.00	44.00
Historically Antigen Negative Units (per antigen)	40.00	22.00

Blood Centers of the Pacific

270 Masonic Ave
 San Francisco, CA 94118
 415-567-6400

FEE SCHEDULE FOR 2001

<u>*Platelet Diagnostic Panels & Compatibility Tests</u>	<u>List Price</u>	<u>SMCGH Price</u>
PL ^{A1} Typing	\$75.00	\$64.00
Platelet Antibody Study (direct & indirect testing) .	300.00	310.00
Recruitment for crossmatch of identified donor . . .	75.00	64.00
Chloroquine Panel	260.00	245.00
Neonatal Workup	400.00	360.00
Platelet Crossmatch	260.00	270.00

After hours/Holiday Testing Surcharges
Immunochemistry and Platelet Diagnostic Labs

Weekdays 8:00 am to 5:00 pm	No surcharge	No surcharge
Weekdays 5:00 pm to 11:00 pm (samples received by 10:00 pm)	100/hour	No surcharge
Weekdays 11:00 pm to 8:00 am	150/hour	100/hour
Weekends and Holidays	150/hour	100/hour

*After hours/holiday testing surcharges apply

C:\Core\Office7\WPWin7\FEESCHED\san matco co fees 2001.wpd (10/26/00)

270 Masonic Ave
 San Francisco, CA 94118
 415-567-6400

Blood Centers of the Pacific

FEE SCHEDULE

	<u>List Price</u>	<u>Preferred Price</u>
Whole Blood	255.00	224.60
PediPak	85.00/part	75.00/part
Autologous.....	300.00	264.60
Red Blood Cells	205.00	169.60
Leukocytes Reduced	255.00	189.60
Irradiated.....	255.00	214.60
Leukocytes Reduced, Irradiated	305.00	234.60
Washed	305.00	269.60
Leukocytes Reduced, Washed	355.00	289.60
PediPak (leukocytes reduced).....	85.00/part	63.00/part
Autologous.....	300.00	264.60
Frozen (leukocytes reduced).....	355.00	289.60
Deglycerolized	405.00	364.60
Rejuvenated	480.00	439.60
Platelets, Single Donor by Apheresis	655.00	639.60
Leukocyte reduced.....	705.00	639.60
Irradiated.....	705.00	684.60
Leukocytes Reduced, Irradiated	755.00	684.60
by Apheresis (HLA Matched)	975.00	959.60
Washed (leukocytes reduced).....	805.00	739.60
low count	475.00	464.60
Platelet Concentrates	80.00	73.00
Irradiated.....	100.00	88.00
Volume reduced.....	130.00	123.00
Plasma, Fresh Frozen	80.00	73.00
PediPak	27.00/part	24.00/part
Plasma, Frozen	80.00	73.00
Plasma, Cryo-depleted	80.00	73.00
Cryoprecipitate	80.00	73.00
Pooled (5 units).....	550.00	550.00
Fibrin Adhesive	80.00	73.00
Granulocytes by Apheresis	900.00	825.00
Granulocyte concentrate (buffy coat)	110.00	107.00

Effective July 1, 2003

Blood Centers of the Pacific

270 Masonic Ave
San Francisco, CA 94118
415-567-6400

FEE SCHEDULE

<u>Description</u>	<u>List Price</u>	<u>Preferred Price</u>
<u>Additional Processing Services</u>		
Leukocytes reduction by filtration RBC	\$50.00	\$20.00
Washing	100.00	100.00
Freezing	100.00	100.00
Deglycing	75.00	75.00
Rejuvenation	75.00	75.00
Volume reduction (platelet concentratc).....	50.00	50.00
Irradiation (platelet concentrate).....	20.00	15.00
Irradiation (other components)	50.00	45.00
CMV antibody negative.....	25.00	25.00
Hemoglobin S negative.....	15.00	15.00
Sterile docking	10.00	10.00
transfer bag	10.00	10.00
per PediPak	20.00	20.00
<u>Special Donations*</u>		
Whole Blood Autologous	300.00	264.60
Red Blood Cell Autologous.....	300.00	264.60
Freezing in advance of surgery	315.00	364.60
Autologous collection at Hospital.....	335.00	335.00
Fibrin Adhesive Autologous	153.00	143.00
Autologous surcharge (all other components).....	100.00	100.00
Designated Donation Surcharge	80.00	80.00
Therapeutic phlebotomy collection		
at Blood Center	60.00	60.00
at Hospital	120.00/hour	120.00/hour

***Prepayment of autologous fees and designated surcharge will be required when applicable.**

Effective July 1, 2003

270 Masonic Ave
 San Francisco, CA 94118
 415-567-6400

Blood Centers of the Pacific

FEE SCHEDULE

Blood Derivatives (see BioCare product catalog)

Serum Albumin 5% - 250mL	BioCare
Serum Albumin 25% - 50mL	BioCare
Plasma Protein Fraction 250 mL	BioCare
Plasma Protein Fraction 500mL	BioCare
Antihemophilic Factor VIII (Special Order)	BioCare
Antihemophilic Factor IX	BioCare
Rh Immune Globulin (micro dose)	BioCare
Rh Immune Globulin	BioCare

Medical Supplies

Duoflo Fibrin Adhesive Dispenser Kit	BioCare
WBC Removal Filters for Platelets	BioCare
WBC Removal Filters for Red Blood Cells	BioCare
Whole Blood collection set ..	BioCare

Non-Transfusable Research Products

Whole Blood - Not for transfusion	\$30.00
Red Blood Cells - Not for transfusion	25.00
Buffy Coat - Not for transfusion	120.00
Platelets concentrate - outdated	10.00
Plasma - outdated	25.00
Platelets by Apheresis - outdated	25.00

Effective July 1, 2003

270 Masonic Ave
 San Francisco, CA 94118
 415-567-6400

Blood Centers of the Pacific

FEE SCHEDULE

<u>* Immunohematology Services</u>	<u>List Price</u>	<u>Preferred Price</u>
ABO Grouping.....	20.00.....	\$15.00
ABO/Rh (Includes Du when indicated)	35.00.....	30.00
Adsorption (Auto)	200.00.....	175.00
Adsorption (Allo).....	400.00.....	350.00
Adsorption (RESt)	220.00.....	150.00
Antibody Screen	50.00.....	40.00
Cell Separation.....	250.00.....	200.00
Chloroquine/Glycine HCl.....	80.00.....	75.00
Compatibility Test	80.00.....	75.00
Direct Antiglobulin Test polyspecific.....	25.00.....	20.00
Direct Antiglobulin Test monospecific.....	60.00.....	50.00
Donor Compatibility.....	80.00.....	75.00
Donor Units Negative for Antigens (per antigen).....	60.00 (confirmed).....	50.00
Drug Study.....	400.00.....	375.00
Elution.....	140.00.....	100.00
Neutralization.....	80.00.....	75.00
Red Cell Panel (Initial)	80.00.....	75.00
Red Cell Panel (each Additional)	80.00.....	75.00
Red Cell Panel (Rare)	175.00.....	150.00
Red Cell Phenotype	140.00.....	100.00
Rh Phenotype (5 antigens).....	70.00.....	50.00
Titration	150.00.....	75.00
DTT Treatment.....	80.00.....	75.00
Enzyme Treatment.....	80.00.....	75.00
<u>15 % Ant Surcharge</u>		
Historically Antigen Negative Units (per antigen).....	60.00.....	50.00
Historically Antigen Negative Units (per antigen)	40.00.....	25.00

Effective July 1, 2003

Blood Centers of the Pacific

FEE SCHEDULE

<u>Procedure</u>	<u>List Price</u>	<u>Preferred Price</u>
PL ^A Typing.....	\$80.00.....	\$75.00
Platelet Antibody Study (direct & indirect testing) ..	380.00	360.00
Recruitment for crossmatch of identified donor	80.00.....	75.00
Chloroquine Panel.....	260.00.....	250.00
Neonatal Workup.....	400.00.....	380.00
Platelet Crossmatch.....	320.00.....	300.00

After hours

Weekdays 8:00 am to 5:00 pm	No surcharge	No surcharge
Weekdays 5:00 pm to 11:00 pm (samples received by 10:00 pm)	100/hour.....	No surcharge
Weekdays 11:00 pm to 8:00 am	175/hour.....	150/hour
Weekends and Holidays.....	150/hour.....	150/hour

*After hours/holiday testing surcharges apply

Preferred 2003 wpd (06/17/2003)

Effective July 1, 2003