File No. 260075 **Committee Item No.** 9
Board Item No. 15

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** February 11, 2026
Board of Supervisors Meeting **Date** February 24, 2026

Cmte Board

Cmte	Board	
☐	☐	**Motion**
☒	☒	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☒	☒	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form**
☒	☒	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Expenditure Schedule**
☐	☐	**Subcontract Budget**
☒	☒	**Contract/Agreement**
☒	☒	**Form 126 – Ethics Commission**
☐	☐	**Notice of Award/Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

OTHER **(Use back side if additional space is needed)**

☒	☒	Executed Contract 10/1/2021
☒	☒	Amendment No. 1 10/1/2024
☒	☒	OCA Presentation 2/11/2026
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Completed by: Brent Jalipa **Date** February 5, 2026
Completed by: Brent Jalipa **Date** February 19, 2026

[Contract Amendment - Vitalant - Blood and Blood Products - Department of Public Health - Not to Exceed $28,249,000]

Resolution approving Amendment No. 2 between the City, acting by and through the Office of Contract Administration, and Vitalant for blood and blood products for the Department of Public Health, extending the contract by five years for a total term of 10 years from October 1, 2021, through September 30, 2031, and increasing the contract amount by $18,259,000 for a total not to exceed amount of $28,249,000 effective upon approval of this Resolution; and to authorize the Office of Contract Administration to enter into amendments or modifications to the contract that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.

WHEREAS, On October 1, 2021, the Office of Contract Administration ("OCA") and Vitalant entered into an agreement for blood and blood products for Department of Public Health ("Original Agreement") pursuant to Administrative Code, Section 21.5(b); and

WHEREAS, The Original Agreement has a term of October 1, 2021, through September 30, 2024, and a not to exceed amount of $9,990,000; and

WHEREAS, OCA amended the Original Agreement on October 1, 2024, to extend the term by two years to September 30, 2026 (the "First Amendment"); and

WHEREAS, OCA wishes to amend the contract a subsequent time to extend the term an additional five years to September 30, 2031, and increase the maximum expenditure to $28,249,000 (the "Second Amendment"); and

WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by Resolution of any contract which, when entered into, extends over 10 years, and of any contract which, when entered into, costs the City $10,000,000 or more; and

WHEREAS, The proposed Amendment contained in File No. 260075, is substantially in final form, with all material terms and conditions included, and only remains to be executed by the parties upon approval of this Resolution; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the Amendment in substantially the form contained in File No. 260075; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes OCA to make any modifications to the Amendment, prior to its final execution by all parties, that OCA determines, in consultation with the City Attorney, are consistent with this Resolution, in the best interest of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Amendment, and are in compliance with all applicable laws, including City's Charter; and, be it

FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by all parties, OCA shall submit to the Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 260075; this requirement and obligation resides with the Department, and is for purposes of having a complete file only, and in no manner affects the validity of approved Amendment.

Item 9 File 26-0075	Department: Office of Contract Administration (OCA) Department of Public Health (DPH)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve the second amendment between the Office of Contract Administration (OCA) and Vitalant to provide blood and blood products for the Department of Public Health (DPH), extending the term by five years for a total term from October 1, 2021 through September 30, 2031, and increasing the amount by $18,259,000 for a total not-to-exceed amount of $28,249,000.

Key Points

- Vitalant is the only blood supplier with a facility close enough to guarantee delivery of emergency blood products to General Hospital within one hour. In October 2021, OCA executed a sole-source contract with Vitalant for blood and blood products for DPH for a term from October 1, 2021 through September 30, 2024 and total amount of $9,990,000.
- Under the proposed amendment, Vitalant will continue being the primary supplier of blood and blood products to General Hospital. Examples of blood products include whole blood, red blood cells, platelets, plasma, and specialty blood products needed for emergencies, surgical and/or complex medical care. The City is not required to purchase any specific quantity of blood and blood products. Under the contract, Vitalant charges blood service and lab services fees to pay for costs related to the processing, testing, collecting and delivering of blood and blood products, as well as specialized or urgent lab work.
- According to an October 2025 performance report, the vendor met performance expectations on all measures from January to September 2025.

Fiscal Impact

- The proposed amendment increases the not-to-exceed amount of the contract by $18,259,000 to a total of $28,249,000, covering a ten-year term. OCA calculated the total not-to-exceed amount based on projected average monthly spending with average annual increases of 2.5 percent for Years 6 through 8 and four percent for Years 9 and 10, and a 15 percent contingency. Increases were based on pricing negotiations with the vendor and the percentage change from December 2024 to 2025 for the San Francisco Bay Area Consumer Price Index (CPI) for medical care, which is approximately 2.5 percent.
- The source of funds for the contract is the General Fund.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of $10 million or more, or (3) any modification to such contracts of more than $500,000 is subject to Board of Supervisors approval.

BACKGROUND

Vitalant is a nonprofit blood center that serves as a primary supplier of blood and blood products for approximately 900 hospitals across the country, which includes testing and processing blood and blood products in accordance with regulatory standards. In October 2021, the Office of Contract Administration (OCA) executed a contract with Vitalant for blood and blood products for the Department of Public Health (DPH) for a term from October 1, 2021 through September 30, 2024 and total amount of $9,990,000. OCA waived competitive solicitation requirements for the contract under Administrative Code Section 21.5(b), which allows procurement of commodities or services available only from a sole source. According to OCA, Vitalant's Brisbane facility is the only blood supplier close enough to guarantee delivery of emergency blood products to Zuckerberg San Francisco General Hospital (ZSGH) within one hour. OCA states this rapid response is needed because ZSGH is the only Level 1 trauma center in the City.[1]

In October 2024, OCA amended the contract, extending the term by two years to September 30, 2026 and revising the Appendix B: Blood Service and Laboratory Services Fee Schedules.[2] OCA now proposes to extend the contract for an additional five years to September 30, 2031.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment between OCA and Vitalant to provide blood and blood products for DPH, extending the term by five years for a total term from October 1, 2021 through September 30, 2031, and increasing the amount by $18,259,000 for a total not-to-exceed amount of $28,249,000. The proposed resolution would also authorize OCA to make further immaterial amendments to the contract.

Services

Under the proposed amendment, Vitalant will continue to be the primary supplier of blood and blood products to Zuckerberg San Francisco General Hospital. Examples of blood products

[1] According to OCA, other suppliers, including American Red Cross blood centers in Oakland and San Jose, are located farther away and require travel across congested or disaster-vulnerable routes, making them unable to reliably meet the hospital's emergency delivery needs.

[2] Blood service fees increased an average of 3.7 percent across all blood products and/or services and five percent across all lab services from Year 4 to 5 under the modification.

include whole blood[3], red blood cells, platelets, plasma, cryoprecipitate[4], and specialty blood products needed for emergencies, surgical and/or complex medical care. Blood and blood products are essential supplies used in emergency care, surgical procedures, and the treatment of chronic conditions.

The contract details specifications for the ordering, delivery, inventory management, and storage of blood and blood products. The City is not required to purchase any specific quantity of blood and blood products. Under the contract, blood and blood products may be requested 24 hours a day, seven days a week, including holidays, and will be ordered on an as-needed basis.

The proposed contract obligates the City to purchase all blood supplies from Vitalant, unless Vitalant is unable to supply the requested blood or there is an emergency.

Pricing

Under the contract, Vitalant charges blood service and lab services fees to pay for costs related to the processing, testing, collecting and delivering of blood and blood products, as well as specialized or urgent lab work. Under the proposed amendment, fees for blood products and/or services range from $895 for Pathogen Reduction Technology Platelets[5] to $50 for Cytomegalovirus (CMV) Negative blood.[6] Fees for lab services range from $2,100 for an assessment fee for external transfusion services and emergency services providers to $27.51 for RH(D) typing.[7] Appendix B in the proposed amendment details fees for 18 blood products and/or services and 77 types of lab services.

Under the proposed amendment, blood service fees increase an average of 3.1 percent annually across all blood products[8] during the five-year contract extension period. Lab service fees increase an average of 3.6 percent annually during the same period. According to OCA, fee increases were based on pricing negotiations with the vendor and the percentage change from December 2024 to 2025 for the San Francisco Bay Area Consumer Price Index (CPI) for medical care, which is approximately 2.5 percent. OCA states that after negotiations, the vendor agreed to limit the overall price increase to 2.5 percent for the first three years of the extension. However, due to market uncertainty and the potential upward trend in the CPI for medical care, the vendor declined to apply this increase to the final two years. The City was able to negotiate a fixed four percent increase for the final two years of the extension.

[3] This is blood that is collected from a donor and not separated into individual components (e.g., red blood cells, plasma, platelets).
[4] This is a blood product made from plasma to help with clotting.
[5] Pathogen Reduction Technology (PRT) platelets are platelet blood products that have been treated to reduce the risk of transmitting infections.
[6] This is blood collected from donors who do not have antibodies to CMV, meaning they have not been infected with the virus and are used for patients at high-risk for CMV, such as newborns and pregnant patients.
[7] This is a standard lab test used to identify whether blood is Rh-positive or Rh-negative
[8] Excluding whole blood, which DPH has not ordered since 2021, as well as fees for blood services (e.g., STAT order fee)

Performance Monitoring

The contract includes terms and conditions to hold the vendor accountable for product delivery timeframes, product availability, and reporting requirements. The vendor is required to provide an annual usage report to OCA. Under the proposed amendment, the following performance measures will be tracked:

- Vendor will use reasonable efforts to meet or exceed a 95 percent fill rate of Red Blood Cells and Platelets; and
- Vendor will use reasonable efforts to have STAT blood products[9] packed and shipped within one hour of its receipt of an order 95 percent of the time.

According to an October 2025 performance report, the vendor met performance expectations for these two measures from January to September 2025.

FISCAL IMPACT

The proposed amendment increases the not-to-exceed amount of the contract by $18,259,000 to a total of $28,249,000, covering a ten-year term. As of February 3, 2026, $9,927,908 has been spent on the contract with $62,092 remaining for the last year of the existing term (Year 5). The proposed amendment includes $1.8 million for Year 5, as well as funding for the proposed extension (Years 6 through 10). The basis for the spending is outlined below in Exhibit 1.

Exhibit 1: Contract Spending Projection 2025-2031 (as of October 19, 2025)

Year	Amount
Current Agreement	$9,990,000
Projected Year 5 Expenditures (10/20/25 – 9/30/26)	$2,465,324
Projected Year 6 Expenditures (10/1/26 – 9/30/27)	$2,636,820
Projected Year 7 Expenditures (10/1/27 – 9/30/28)	$2,702,736
Projected Year 8 Expenditures (10/1/28 – 9/30/29)	$2,770,308
Projected Year 9 Expenditures (10/1/29 – 9/30/30)	$2,881,116
Projected Year 10 Expenditures (10/1/30 – 9/30/31)	$2,996,364
Available Contract Balance (as of 10/19/25)	($662,092)
Contingency (15% of Projected Year 5 – 10 Expenditures)	$2,467,900
Proposed Revised Executed Contract NTE	$28,248,476
Proposed Revised Executed Contract NTE (Rounded)	**$28,249,000**

Source: OCA

[9] STAT blood products are blood or blood components that are ordered for immediate, urgent delivery because a patient's condition is life-threatening or time critical.

OCA calculated the total not-to-exceed amount based on projected average monthly spending of $214,376[10] in Year 5 as the baseline with average annual increases of 2.5 percent for Years 6 through 8 and four percent for Years 9 and 10, and a 15 percent contingency to account for potential increases in blood usage including, but not limited to, increases due to higher patient census and acuity. As previously mentioned, the increases were based on pricing negotiations with the vendor and the percentage change from December 2024 to 2025 for the San Francisco Bay Area Consumer Price Index (CPI) for medical care, which is approximately 2.5 percent.

The source of funds for the contract is the General Fund.

Cost Comparison

To compare costs with other jurisdictions, OCA reviewed the County of Santa Clara Health System's (CSCHS) current contract with the American Red Cross for blood and blood products. CSCHS's agreement is five years, ending in June 2026 with a total amount of $27 million, which is approximately $17 million greater than OCA's current five-year contract with Vitalant. OCA states that CSCHS's unit pricing is approximately 11 to 19 percent lower; however, OCA believes this is reasonable because CSCHS purchases a significantly higher volume of blood products. According to OCA, smaller hospitals generally pay higher prices for blood and blood products than larger health systems due to economies of scale and purchasing power. Blood collection and processing involve significant fixed costs, which suppliers can spread across larger, more predictable order volumes from large health systems, resulting in lower unit prices. In addition, high-volume purchasers have greater negotiating leverage and generate fewer transactions and logistics costs, allowing suppliers to offer more favorable pricing. Aside from CSCHS, OCA did not review pricing from additional jurisdictions given the extensive negotiations undertaken for the proposed amendment.

RECOMMENDATION

Approve the proposed resolution.

[10] To calculate this, OCA used the average monthly spend from January through April 2025 ($202,241) and escalated by six percent, which reflects the pre-negotiated average price adjustment for Year 5 as approved under the first modification.

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Second Amendment

THIS **SECOND** AMENDMENT ("Amendment") is made as of **March 1, 2026**, in San Francisco, California, by and between Vitalant ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update the pricing, increase the contract value, extend the contract performance period, and update the standard contractual clauses; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.5(b), OCAWVR0012534 granted by the Office of Contract Administration, and this Amendment is consistent with that waiver; and

WHEREAS, this is a contract for Goods and related Services and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0005298, and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on December 1, 2025 from the Civil Service Commission under PSC number DHRPSC0005842 in the amount of Five Hundred and Sixty-Four Thousand Dollars ("$564,000") for the period commencing March 1, 2026 and ending September 30, 2031; and

WHEREAS, the City's Budget and Finance Committee approved this Agreement by [insert resolution number] on February 11, 2026 in the amount of Twenty-Eight Million, Two Hundred Forty-Nine Thousand dollars ($28,249,000) for the period commencing October 1, 2021 and ending September 30, 2031; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

WHEREAS, the City's Board of Supervisors approved this Agreement by [insert resolution number] on February 24, 2026 in the amount of Twenty-Eight Million, Two Hundred Forty-Nine Thousand dollars ($28,249,000) for the period commencing October 1, 2021 and ending September 30, 2031; and

WHEREAS, Contractor represents and warrants that it is qualified to deliver the goods required by City as set forth under this Agreement.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated October 1, 2021, between Contractor and City, as amended by the:

First Amendment, dated October 1, 2024.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term**. **Article 2 Term of the Agreement** currently reads as follows:

2.1 Term. The term of this Agreement shall be five years, commencing on October 1, 2021 and expiring on September 30, 2026 (the "Initial Term"), unless earlier terminated as otherwise provided herein**.**

Such section is hereby amended in its entirety to read as follows:

2.1 Term. The term of this Agreement shall be ten years, commencing on October 1, 2021 and expiring on September 30, 2031, unless earlier terminated as otherwise provided herein**.**

2.2 **Calculation of Charges**. **Section 3.3.1 Calculation of Charges** currently reads as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Blood Fee Schedule" or Exhibits thereto. Compensation shall be made for goods identified in the invoice that the City, in his or her sole discretion, reasonably concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **NINE MILLION NINE HUNDRED NINETY THOUSAND DOLLARS ($9,990,000**). The breakdown of charges associated with this Agreement appears in Appendix B, "Blood Service Fee Schedule" and Exhibits thereto. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments, with the exception of interest applicable to any judgment or liability by City.

Such section is hereby amended in its entirety to read as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a semi-monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Blood Fee Schedule" or Exhibits thereto. Compensation shall be made for goods identified in the invoice that the City, in his or her sole discretion, reasonably concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **TWENTY-EIGHT MILLION TWO HUNDRED FORTY-NINE THOUSAND DOLLARS ($28,249,000**). The breakdown of charges associated with this Agreement appears in Appendix B, "Blood Service Fee Schedule" and Exhibits thereto. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late

charges for any late payments, with the exception of interest applicable to any judgment or liability by City.

2.3 **Termination for Convenience**. **Section 8.1 Termination for Convenience** currently reads as follows:

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination no less than 120 days prior to termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

8.1.2 Contractor shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Contractor shall exercise this option by giving City written notice of termination no less than 120 days prior to termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

Such section is hereby amended in its entirety to read as follows:

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination no less than 180 days prior to termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

8.1.2 Contractor's Right to Suspend. In the event Contractor determines, acting in its sole discretion, that the City has breached a material term of this Agreement, including non-payment of undisputed amounts, Contractor may temporarily suspend work for a period not to exceed 60 days. Contractor's right to suspend is conditioned on Contractor's agreement actively to assist the City to come back into contract compliance. For non-payment of undisputed amounts, Contractor may suspend work until such time as City makes payment in full of any undisputed amounts after Contractor provides written notice to the City of the non-payment and the City has not cured within 90 days from receipt of Contractor's written notice.

8.1.3 Notwithstanding any provision to the contrary, Contractor shall not suspend, delay, or otherwise withhold performance under this Agreement due to nonpayment by the City if such nonpayment arises from Contractor's failure to comply with applicable City vendor requirements, including but not limited to compliance with equal benefits ordinances, business tax registration, or other administrative or regulatory obligations imposed by the City. The City shall not be deemed in material breach of this Agreement for any failure to make payments resulting from such Contractor noncompliance. Upon Contractor's rectification of the noncompliance and full satisfaction of the applicable City vendor requirements, the City shall promptly remit payment of all undisputed amounts that were previously withheld due to such

noncompliance. In such cases, the City's Department of Public Health shall use its best efforts to assist Contractor in identifying the nature of the noncompliance and advising Contractor on the steps necessary to achieve compliance.

2.4 **Termination for Default; Remedies. Section 8.2 Termination for Default; Remedies** currently reads as follows:

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.6	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten (10) days after written notice thereof from City to Contractor.

8.2.2 On and after any event of material default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. City shall have the right to offset from any amounts due to Contractor under this Contract all damages, losses, costs or expenses incurred by City as a result of such event of default from Contractor pursuant to the terms of this Contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

8.2.3 Any notice of default must be sent by registered or other trackable overnight mail to the address set forth in Article 11.

Such section is hereby amended in its entirety to read as follows:

8.2 Termination for Default; Remedies

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.6	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten (10) days after written notice thereof from City to Contractor.

(c) City fails or refuses to perform or observe the regulatory requirements in Appendix A, Contractor provides City with written notice of the regulatory requirements at issue, the parties meet and confer regarding the regulatory requirements, and the City's default is not cured within ninety (90) days from the parties' meeting and conferring.

8.2.2 On and after any event of material default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. City shall have the right to offset from any amounts due to Contractor under this Contract all damages, losses, costs or expenses incurred by City as a result of such event of default from Contractor pursuant to the terms of this Contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

8.2.3 Any notice of default must be sent by registered or other trackable overnight mail to the address set forth in Article 11.

2.5 **Assignment**. **Section 4.6 Assignment** currently reads as follows:

4.6 Assignment. Neither this Agreement nor any duties or obligations hereunder will be effective or accepted by City for assignment or delegation until any such assignment or delegation by Contractor is approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void

Such section is hereby amended in its entirety to read as follows:

4.6 Assignment. The Services and Goods to be delivered by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

2.6 **Appendix A** is hereby amended to add **Section 1.6** as follows:

1.6 Contractor shall adhere to the quality measures as more fully described in Appendix A Exhibit 3 of this Agreement. City will review Agreement performance against the quality measures annually. If issues or concerns are identified related to the quality measures, City will discuss any unacceptable results with Contractor to mutually determine if corrective actions are needed.

2.7 **Appendix A** is hereby amended to add **Exhibit 3** Quality Goals and Measures, attached to the Amendment and fully incorporated within the Agreement.

2.8 **Appendix B-2.** Appendix B-1 is hereby replaced in its entirety by Appendix B-2 dated March 1, 2026, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B or Appendix B-1 in any place, the true meaning shall be Appendix B-2 dated March 1, 2026, which is a correct and updated version.

Article 3 Effective Date

Each of the modifications set forth in Article 2 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

_____

Darlene Frohm
Procurement Manager
Office of Contract Administration

Approved as to Form:

David Chiu
City Attorney

By: _____
Valerie J. Lopez
Deputy City Attorney

Approved:

_____

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____

CONTRACTOR

Vitalant

_____

Greg Ballish,
VP Client Sales
9305 E. Via de Ventura
Scottsdale, AZ 85258

City Supplier number: 0000024218

A, Exhibit 3	Quality Goals and Measures
B-2:	Calculation of Charges

Appendix A, Exhibit 3

Quality Goals and Measures

(a) Quality Performance Indicators (QPIs). The parties have identified the following QPIs with respect to this Agreement:

(i) Indicator 1: Contractor will use reasonable efforts to meet or exceed a 95 % fill rate of Red Blood Cells and Platelets.

(ii) Indicator 2: Contractor will use reasonable efforts to have STAT blood products packed and shipped within one (1) hour of its receipt of an order 95% of the time.

(b) Contractor agrees to assist City and cooperate with City leadership with respect to the provision/collection of data necessary for City to track and monitor the identified QPIs.

(c) Contractor shall provide data relating to the identified QPIs upon City's request.

(d) In the event that City's expectations for performance of this Agreement would be better monitored by tracking data associated with different QPIs, Contractor shall cooperate with City leadership to implement such amended QPIs. In such event, City agrees to use its best efforts to establish associated process for data collection that will not place undue hardship upon the parties.

Appendix B-2 Calculation of Charges

March 1, 2026

Part 1 Blood Service Fee Schedule

Type	Product/Service Description	Fee Schedule (Eff. 10/1/21)	Fee Schedule (Eff. 10/1/22)	Fee Schedule (Eff. 10/1/23)	Fee Schedule (Eff. 10/1/24)	Fee Schedule (Eff. 10/1/25)	Fee Schedule (Eff. 10/1/26)	Fee Schedule (Eff. 10/1/27)	Fee Schedule (Eff. 10/1/28)	Fee Schedule (Eff. 10/1/29)	Fee Schedule (Eff. 10/1/30)
Whole Blood	Whole Blood	N/A	N/A	N/A	$600.00	$618.00	$670.00	$687.00	$704.00	$732.00	$761.00
Red Blood Cells	Red Blood Cells Leukocytes Reduced	$240.00	$247.00	$254.00	$250.00	$262.00	$268.50	$275.00	$282.00	$293.00	$305.00
Red Blood Cells	Red Blood Cells Leukocytes Reduced, Irradiated						$347.50	$356.00	$365.50	$379.00	$394.00
Platelet Component	Apheresis Platelets Leukocytes Reduced	$627.50	N/A	N/A	N/A	N/A	$782.00	$802.00	$822.00	$854.50	$889.00
Platelet Component	Apheresis Platelets Leukocytes Reduced, Irradiated		N/A	N/A	N/A	N/A	$861.00	$883.00	$905.50	$940.50	$978.00
Platelet Component	Pathogen Reduction Technology[1] Platelet (PRT)		N/A	N/A	N/A	N/A	$895.00	$917.00	$940.00	$978.00	$1,017.00
Platelet Component	Large Volume Delayed Sampling Platelets	$702.50	$721.50	$740.90	$734.00	$763.00	$782.00	$802.00	$822.00	$854.50	$889.00
Platelet Component	Large Volume Delayed Sampling Platelets, Irradiated						$861.00	$883.00	$905.50	$940.50	$978.00
Platelet Component	Cold Storage Platelets	N/A	N/A	N/A	As Invoiced	As Invoiced	As Invoiced	As Invoiced	As Invoiced	As Invoiced	As Invoiced
Plasma Component	Fresh Frozen Plasma/FP24	$56.75	$58.75	$60.51	$80.00	$88.00	$90.00	$92.00	$95.00	$98.50	$102.50
Plasma Component	Liquid Plasma	N/A	N/A	N/A	$120.00	$120.00	$123.00	$126.00	$132.00	$135.00	$138.00
Cryo Component	Cryoprecipitate AHF	$56.75	$58.75	$60.51	$80.00	$88.00	$90.00	$92.00	$95.00	$98.50	$102.50
Cryo Component	Cryoprecipitate AHF Pooled	$410.00	$422.00	$434.66	$450.00	$468.00	$480.00	$492.00	$504.00	$524.00	$545.00
Modification/Service	CMV Negative (LS845/40M) (formerly CMV Unit Test)	$40.00	$40.00	$40.00	$42.00	$44.00	$50.00	$52.50	$55.00	$58.00	$60.00
Modification/Service	Irradiation	$55.00	$55.00	$55.00	$75.00	$75.00	$79.00	$81.00	$83.50	$86.00	$89.00
Modification/Service	STAT[2] Order Fee	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$210.00	$220.50	$231.00	$243.00
Modification/Service	ASAP[3] Order Fee	$100.00	$100.00	$100.00	$100.00	$100.00	$105.00	$110.00	$115.00	$121.00	$127.00
Modification/Service	Add-On Delivery Fee (64M)						$50.00	$52.50	$55.00	$58.00	$60.00

NOTE: Item listing represents the most commonly ordered products, modifications and services and is not exhaustive; additional products, modifications, and services may be available and will be charged appropriately when provided. For prices for other products and services, please contact your Regional Account Manager.

[1]PRT Platelets (also known as Psoralen-Treated Platelets): This price only applies if VITALANT substitutes a PRT platelet for a standard platelet at VITALANT's discretion. If the Hospital desires to order PRT platelets on a regular basis, a PRT Addendum must be added to this Agreement and pricing will be provided based on volume commitments.

[2]STAT: Target processing time is not more than 1 hour from the time an order is received by the blood center to the time it is ready to be shipped from the blood center. Vitalant shall not be responsible for minor delays in delivery time due to traffic, weather, or other logistics beyond its reasonable control.

[3]ASAP: Target processing time is not more than 4 hours from the time an order is received by the blood center to the time it is ready to be shipped from the blood center.

Appendix B-2 Calculation of Charges

March 1, 2026

Part 2 LABORATORY SERVICES FEE SCHEDULE

On-Call Service Hours: Monday – Friday, 5 PM - 9 AM; Saturday - Sunday, 24 hours; Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

Name	Item Number	Description	Fee (eff. 10/1/21)	Fee (eff. 10/1/24)	Fee (eff. 10/1/25)	Fee (eff. 10/1/26)	Fee (eff. 10/1/27)	Fee (eff. 10/1/28)	Fee (eff. 10/1/29)	Fee (eff. 10/1/30)
ABO Grouping	LS005	ABO Group (serology). ABO forward and/or reverse	$31.00	$39.29	$41.25	$41.25	$42.49	$44.62	$46.85	$49.19
ABO Discrepancy	LS010	Initial investigation of ABO blood typing discrepancies. Any additional testing performed is charged separately.	N/A	$57.15	$60.01	$60.01	$61.81	$64.90	$68.15	$71.55
Rh(D) Typing	LS015	Rh(D) Typing (serology).	$21.00	$26.20	$27.51	$27.51	$28.34	$29.75	$31.24	$32.80
Rh Phenotype	LS020	Common Rh Antigen. Phenotyping Excluding Rh(D):C,c,E,e.	$85.00							
Antigen Typing, Patient, per Antigen	LS025	Antigen typing of patient RBCs (serology), per antigen.	$72.00	$71.44	$75.01	$75.01	$77.26	$81.13	$85.19	$89.45
Antigen Typing, Patient, Rare, per Antigen	LS030	Rare antigen typing of patient RBCs (serology). Charged per antigen. Rare antigen examples (not all inclusive): k, Kp^a, C^w, Yt^a, etc.	N/A	$214.33	$225.05	$225.05	$231.80	$243.39	$255.56	$268.34
Extended Phenotype	LS035	Patient Typing for Common Blood Group Antigens Excluding Rh(D): K, Fya, Fyb, Jka, Jkb, S,s.	$251.25							
Direct Antiglobulin Test	LS040	DAT test. One charge for each reagent tested.	$24.00	$29.77	$31.26	$31.26	$32.20	$33.81	$35.50	$37.28
ABO/Rh	LS050	Includes ABO grouping (forward and reverse) and Rh(D) typing.	N/A	$65.49	$68.76	$68.76		$74.37	$78.09	$81.99
Antibody Screen, each	LS105	Red cell antibody screen/detection, any methodology and or additive.	$83.75	$107.16	$112.52	$112.52	$115.89	$121.69	$127.77	$134.16
4C Antibody Screen	LS110	Red cell antibody screen and autocontrol performed at 4C.	N/A	$107.16	$112.52	$112.52	$115.89	$121.69	$127.77	$134.16
Antibody Identification Panel	LS115	Routine or selected reagent RBC panel.	$125.45	$157.17	$165.03	$165.03	$169.98	$178.48	$187.40	$196.77
Antibody Identification Panel, Rare	LS120	Rare, selected reagent RBC panel up to 6 cells, each panel set up.	N/A	$238.14	$250.05	$250.05	$257.55	$270.43	$283.95	$298.15
Enzyme Panel - Manufactured	LS125	Testing of manufactured enzyme-treated RBC panel.	N/A	$167.89	$176.28	$176.28	$181.57	$190.65	$200.18	$210.19
Prewarm Setup	LS130	Prewarm setup requires the aliquoting and warming of patient plasma, RBCs, saline, and other reagents to be used in testing.	N/A	$119.07	$125.02	$125.02	$128.77	$135.21	$141.97	$149.07

Saline Replacement Setup	LS135	Saline replacement (SR) setup is the technique used to disperse suspected rouleaux in the patient plasma/serum sample.	N/A	$119.07	$125.02	$125.02	$128.77	$135.21	$141.97	$149.07
Adsorption Procedure	LS205	Adsorption procedure autologous or allogeneic per each adsorption tube.	$134.00	$178.61	$187.54	$187.54	$193.17	$202.83	$212.97	$223.62
Red Cell Treatment	LS210	Chemical pre-modification of red cells for testing. (i.e., EGA/CHL/DTT/WARM)	$90.00	$178.61	$187.54	$187.54	$193.17	$202.83	$212.97	$223.62
Red Cell Stroma-Alloadsorption	LS215	Alloadsorption using Papain-treated human red cell stroma or RESt stroma, for each adsorption tube.	N/A	$238.14	$250.05	$250.05	$257.55	$270.43	$283.95	$298.15
Enzyme Treatment	LS220	Pre-modification/treatment of RBCs using proteolytic enzymes (i.e., Ficin, Papain, etc.).	N/A	$178.61	$187.54	$187.54	$193.17	$202.83	$212.97	$223.62
Elution Procedure	LS225	Procedure performed to remove antibodies from the surface of red blood cells.	$87.00	$108.35	$113.77	$113.77	$117.18	$123.04	$129.19	$135.65
Titration Studies, per Titration	LS230	Fee per titration tested.	N/A	$250.05	$262.55	$262.55	$270.43	$283.95	$298.15	$313.05
Red Cell Separation Method	LS235	Fee for each special method used to harvest patient autologous red cells i.e., Microhematocrit or Hypotonic RBC separations.	N/A	$300.06	$315.06	$315.06	$324.51	$340.74	$357.78	$375.67
Red Cell Separation - Percoll	LS240	Fee per Percoll treatment and red cell separation method.	N/A	$404.84	$425.08	$425.08	$437.83	$459.73	$482.72	$506.85
Serum Neutralization/Inhibition Procedure	LS245	Fee per neutralization/inhibition serum/plasma set up.	N/A	$231.00	$242.55	$242.55	$249.83	$262.32	$275.44	$289.21
Serum Treatment with Chemical Agents	LS250	Fee per each serum/plasma chemical treatment (i.e., 0.01 M DTT treatment)	N/A	$178.61	$187.54	$187.54	$193.17	$202.83	$212.97	$223.62
Thermal Amplitude Test	LS255	Testing to determine cold antibodies optimal temperature of reactivity.	N/A	$386.98	$406.33	$406.33	$418.52	$439.44	$461.41	$484.48
Polyagglutination Screen	LS260	Screen test for polyagglutination. Includes testing with human sera and lectins, if available.	N/A	$155.98	$163.78	$163.78	$168.69	$177.13	$185.99	$195.29
Donath-Landsteiner Test	LS265	Diagnostic test of Paroxysmal Cold Hemoglobinuria (PCH).	N/A	$625.12	$656.38	$656.38	$676.07	$709.87	$745.36	$782.63
Drug Dependent Antibody Studies	LS270	Test for identification of drug dependent antibodies.	N/A	$613.21	$643.87	$643.87	$663.19	$696.35	$731.17	$767.73
Pathological Cold Agglutinin Screen	LS275	Test to evaluate the clinical significance of cold reactive autoantibodies.	N/A	$92.87	$97.51	$97.51	$100.44	$105.46	$110.73	$116.27
Cold Agglutinin Titer	LS280	Titer of cold reactive autoantibodies (per titer).	N/A	$160.74	$168.78	$168.78	$173.84	$182.53	$191.66	$201.24
Hemoglobin S	LS285/41M	Sickle cell screen test.	$86.00	$107.16	$112.52	$112.52	$115.89	$121.69	$127.77	$134.16
Kleihauer-Betke, Quantitative	LS287	Kleihauer-Betke (KB)- is used to determine the volume of fetomaternal hemorrhage to estimate the amount of RhIg needed to prevent alloimmunization.	N/A	$238.14	$250.05	$250.05	$257.55	$270.43	$283.95	$298.15
Rosette Test, Qualitative	LS290	Screening test for fetomaternal hemorrhage.	N/A	$119.07	$125.02	$125.02	$128.77	$135.21	$141.97	$149.07

Monocyte Monolayer Assay (MMA)	LS292	Monocyte Monolayer Assay used to better predict the transfusion risk of a clinically significant antibody. (Send out)	N/A	$1,786.05	$1,875.35	$1,875.35	$1,875.35	$1,969.12	$2,067.58	$2,170.95
DAT NEG AIHA Evaluation	LS295	DAT negative Hemolytic anemia investigation (other names) Immune Hemolytic Anemia Evaluation; Micro Coombs; Super Coombs. (Send out)	N/A	$952.56	$1,000.19	$1,000.19	$1,000.19	$1,050.20	$1,102.71	$1,157.85
Platelet Crossmatch Test	LS305	Platelet crossmatch by solid phase methods, per strip tested.	N/A	$155.98	$163.78	$163.78	$168.69	$177.13	$185.99	$195.29
Platelet Antibody Screen Test	LS310	Platelet Antibody Detection using Capture-P Ready-Screen (CPRS).	N/A	$188.13	$197.54	$197.54	$203.46	$213.64	$224.32	$235.54
Compatibility Testing	LS405	Crossmatch testing. Requires Transfusion Services Contract.	$90.00							
Compatibility Screen	LS410	Charge for each RBC unit is screened with patient plasma/serum. Compatibility screen is not the crossmatch test of record and unit is not tagged.	N/A	$107.16	$112.52	$112.52	$115.89	$121.69	$127.77	$134.16
*Crossmatch: Immediate Spin (IS)	LS415	IS Crossmatch by any methodology.	N/A	$103.59	$108.77	$108.77	$112.03	$117.63	$123.51	$129.69
*Crossmatch: Antiglobulin (AHG)	LS420	Antiglobulin Crossmatch by any methodology.	$125.00	$148.84	$156.28	$156.28	$160.97	$169.02	$177.47	$186.34
*Crossmatch: Electronic (EXM)	LS425	Charge for each unit crossmatched by EXM.	$81.00	$101.21	$106.27	$106.27	$109.46	$114.93	$120.68	$126.71
Plasma Thawing	LS435/57M	Thawing of Plasma and Cryoprecipitate for transfusion	N/A	$89.30	$93.77	$93.77	$96.58	$101.41	$106.48	$111.80
Blood Type Recheck	LS445	Patient ABO/Rh(D) confirmation from a 2nd specimen for transfusion of blood products.	N/A	$65.49	$68.76	$68.76	$70.83	$74.37	$78.09	$81.99
Molecular Extended Red Cell Genotype/Phenotype	LS505	Molecular determination of allelic variants that determine common and rare red cell antigens using multiplex PCR and microarray analysis. (Send out)	$410.00	$488.19	$512.60	$512.60	$512.60	$538.23	$565.14	$593.40
Molecular Genotype-Platelet (HPA)	LS510	Molecular determination of allelic variants that determine common Human Platelet Antigens, using multiplex PCR and microarray analysis. (Send out)	$320.00	$381.02	$400.07	$400.07	$400.07	$420.07	$441.07	$463.13
RHD Genotype Test	LS515	RHD gene sequencing. Send out to a specialized genomics laboratory.	N/A	$595.35	$625.12	$625.12	$625.12	$656.38	$689.20	$723.66
RHCE Genotype Test	LS520	RHCE gene sequencing. Send out to a specialized genomics laboratory.	N/A	$773.96	$812.66	$773.96	$812.66	$853.29	$895.95	$940.75
Molecular Sequencing Test	LS525	Gene sequencing. Send out to a specialized genomics laboratory. Covers all non-RH sequencing, i.e., sequencing for ABO, LU, JK and other genes.	N/A	$625.12	$656.38	$656.38	$656.38	$689.20	$723.66	$759.84

Donor/Product Search Fee, per Search	LS605	Fee is applied per search when donor recruitment is required to provide products or when searching outside the local lab inventory for: · Antigen negative red cell units · HPA selected platelets · HLA selected platelets	$161.25	$220.28	$231.29	$231.29	$238.23	$250.14	$262.65	$275.78
Unconfirmed Antigen Request, per Component	LS610/55M	Fee for requests of components with unconfirmed results for antigen typing or Hemoglobin S. Units are not labeled/tagged as antigen negative.	$176.00	$220.28	$231.29	$231.29	$238.23	$250.14	$262.65	$275.78
Rare Search Fee, per search	LS615	Fee for rare product search outside the Vitalant inventory.	N/A	$375.07	$393.82	$393.82	$405.64	$425.92	$447.22	$469.58
ARDP Fee, per unit	LS620	Fee the American Rare Donor Program (ARDP) charges to the IRLs per unit they located and is shipped to requesting lab/center.	N/A	$125.02	$131.27	$131.27	$135.21	$141.97	$149.07	$156.52
Import Fee, per unit	LS625	Fee per each special typed product imported from a Non-Vitalant blood center. Fee does NOT include the blood product or antigen typing charges. Those will be charged when the units are shipped/issued.	N/A	$857.30	$900.17	$900.17	$927.17	$973.53	$1,022.21	$1,073.32
Transfusion Reaction Investigation - Clerical	LS705	Transfusion Reaction Investigation - Clerical. Charge in addition to the serological testing performed as part of the investigation of the reaction reported.	N/A	$334.59	$351.32	$351.32	$361.86	$379.95	$398.95	$418.89
Transfusion Reaction Evaluation - Physician	LS710	Transfusion Reaction investigation, interpretation and written report, Physician services.	N/A	$334.59	$351.32	$351.32	$361.86	$379.95	$398.95	$418.89
HLA Selected Platelet Fee, per Component	LS805/42M	Fee charged for each HLA selected or HLA antibody selected platelet shipped or issued.	N/A	$375.07	$393.82	$393.82	$405.64	$425.92	$447.22	$469.58
Antigen Typing, Donor - Confirmed or Historical, per Antigen	LS810/23M	Donor common red cell antigen typing, per antigen.	$103.00	$95.26	$100.02	$100.02	$103.02	$108.17	$113.58	$119.26
Antigen Typing, Donor, Rare - Confirmed or Historical, per Antigen	LS815/24M	Donor rare red cell antigen typing, per antigen.	N/A	$269.10	$282.56	$282.56	$291.03	$305.58	$320.86	$336.90
Crossmatched Platelet Tagging, per Component	LS825/43M	Fee per crossmatched platelet tagged issued or shipped.	N/A	$178.61	$187.54	$187.54	$193.17	$202.83	$212.97	$223.62
Donor Antigen Screening, 1-10 Units Screened	LS830	Fee for random unit screening to find antigen negative units per batch of 1 - 10 units screened.	N/A	$89.30	$93.77	$93.77	$96.58	$101.41	$106.48	$111.80
Rare Unit Fee, per Component	LS835/18M	Fee for each component issued or shipped that meets the 'Rare' definition.	N/A	$654.89	$687.63	$687.63	$708.26	$743.68	$780.86	$819.91
CMV Negative, per Component	LS845/40M	Fee for each CMV negative component provided	N/A	$88.20	$92.61					
Irradiation Fee, per Component	LS850/73M	Fee for irradiation of a blood component	N/A	$110.25	$115.76					

Less Than 5 Days Fresh, per RBC	LS855/62M	Fee applied when less than 5-day fresh RBC requested (per RBC unit)				$63.00	$64.89	$68.13	$71.54	$75.11
Less Than 10 Days Fresh, per RBC	LS860/63M	Fee applied when less than 10-day fresh RBC requested (per RBC unit)				$42.00	$43.26	$45.42	$47.69	$50.08
Additional Wash, each	LS865/17M	Additional component wash performed, each	N/A	$416.75	$437.59	$437.59	$450.72	$473.25	$496.91	$521.76
Aliquot Preparation, each	LS870	Blood component aliquot preparation, each	N/A	$59.54	$62.52	$62.52	$64.39	$67.61	$70.99	$74.54
Aliquot Preparation and Syringe, each	LS875	Blood component aliquot preparation and syringe, each	N/A	$71.44	$75.01	$75.01	$77.26	$81.13	$85.19	$89.45
On-Call Fee	LS905	On-Call Fee. Apply to Patient Testing workup or Antigen negative request outside of regularly staffed business hours.	$200.00	$416.75	$437.59	$437.59	$450.72	$473.25	$496.91	$521.76
STAT Request	LS910	STAT Patient Workup. Urgency for Patient Testing workup or Antigen negative request (move to front of the line) requested by client.	$250.00	$297.68	$312.56	$312.56	$321.94	$338.04	$354.94	$372.69
ASAP Request	LS915	ASAP Patient Workup. Special Urgency for Patient Testing workup or Antigen negative request requested by client.	$200.00	$238.14	$250.05	$250.05	$257.55	$270.43	$283.95	$298.15
External TS/ ESP - Initial Setup Fee	LS925	Initial assessment fee charged to external Transfusion Services and Emergency Services Providers	N/A	$2,000.00	$2,100.00	$2,100.00	$2,163.00	$2,271.15	$2,384.71	$2,503.94
External TS/ESP Service Fee, monthly	LS926	Fee applied monthly to external Transfusion Services and Emergency Services Providers for administrative/regulatory services	N/A	$297.68	$312.56	$312.56	$321.94	$338.04	$354.94	$372.69
Sample/Material Handling Fee	LS930/50M	Fee for sample pick up or for delivery of consumables (i.e. armbands)	N/A	$119.07	$125.02	$125.02	$128.77	$135.21	$141.97	$149.07
STAT Delivery Fee	LS940/65M	Fee for STAT delivery of blood products.	N/A	$220.50	$231.53	$231.53	$238.47	$250.39	$262.91	$276.05
ASAP Delivery Fee	LS955/54M	Fee for ASAP delivery of blood products.	N/A	$110.25	$115.76	$115.76	$119.24	$125.20	$131.46	$138.03
External TS /ESP Stocking Fee, monthly	LS960	Fee applied monthly to external Transfusion Services and Emergency Services Providers with on-hold product inventory.	N/A	$595.35	$625.12	$625.12	$643.87	$676.06	$709.86	$745.36
Blood Bank Arm Bands, per Box	LS965	Fee for supply of Blood Bank arm bands, per box.	N/A	$35.72	$37.51	$37.51	$38.63	$40.56	$42.59	$44.72
Specimen Hold, each	LS970	Fee for holding/storing patient sample pending testing orders.	N/A	$47.63	$50.01	$50.01	$51.51	$54.09	$56.79	$59.63

San Francisco Office of the City Administrator
City Administrator Carmen Chu

Blood and Blood Products Contract with Vitalant for DPH (TC 60403)

File 260075

Office of Contract Administration

Board of Supervisors' Budget and Finance Committee

February 11, 2026

Request Summary

- Approval to amend the existing contract with **Vitalant** for blood and blood products by:
  - Increasing the Not-to-Exceed amount from $9,990,000 to $28,249,000 (an increase of $18,259,000); and,
  - Extending the term by five years to September 30, 2031.

Background: Blood Products

- This contract provides blood and blood products to allow Zuckerberg San Francisco General Hospital to provide continuous and lifesaving care to patients.
- Blood is separated into components to treat specific conditions:
  - Red blood cells treat anemia and blood loss;
  - Platelets help patients with clotting disorders or those undergoing chemotherapy;
  - Plasma contains clotting factors for patients with liver disease, burns, or trauma.

Background: Level 1 Trauma Center

- ZSFGH is the City's only Level 1 trauma center and the busiest acute care hospital.
- As a Level 1 trauma center, it's critical to have blood products readily available to meet unexpected and urgent needs.
- Blood products have a limited shelf life; geographic proximity is critical to guarantee blood products shipments within one hour.

Contract Summary

- OCA entered into contract with **Vitalant** in October 2021. A first amendment was executed in October 2024 to extend the contract through September 2026.
- The average monthly spend over the last 4+ years has been $214,376.
- Based on average monthly encumbrances and the remaining months on the contract, an increase in contract spend is anticipated.
- The proposed amendment is based on actual and projected expenditures, plus an additional 15% contingency.

Conclusion

- Blood and blood products purchased through Contract 1000021126 with Vitalant are critical to DPH's operations and its ability to operate the Level 1 trauma center at ZSFGH.
- The proposed contract amendment for the provision of blood products from Vitalant would ensure continuity of critical supplies to ZSFGH.
- OCA respectfully requests that the Board approve this second contract amendment to ensure access to these supplies.

Thank You

Reference Materials

Contract Expenditures

Table 1: Fiscal Year Expenditure for Contract 1000021126

FY 22 (9 months)	FY 23	FY24	FY25	FY26 YTD (4.5 months)	TOTAL SPEND
$1.69M	$1.79M	$2.32M	$2.07M	**$1.46M**	**$9.33M**

NTE Calculations

- Projected Average Monthly Expenditures
  - Year 5: $214,376
  - Year 6: $219,735
  - Year 7: $225,228
  - Year 8: $230,859
  - Year 9: $240,093
  - Year 10: $249,697

Price Negotiation

- Negotiated tiered price increase structure:
  - 2.5% on average per year for Years 1 through 3
  - 4% on average per year for Year 4 and 5
- Estimated Savings:
  - $1,037,000

City and County of San Francisco
Office of Contract Administration, Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between the City and County of San Francisco

and

Vitalant
Contract ID 1000021126
TC60403

Table of Contents

AGREEMENT 1
Article 1 Definitions 1
Article 2 Term of the Agreement 2
2.1 Term 2
2.2 Options. 2
Article 3 Financial Matters 2
3.1 Certification of Funds; Budget and Fiscal Provisions 2
3.2 Guaranteed Maximum Costs. 2
Article 4 Goods 4
4.2 Goods. 4
4.3 Reserved (Services). 5
4.4 Qualified Personnel. 5
4.5 Independent Contractor; Payment of Employment Taxes and Other Expenses. 5
4.6 Assignment. 6
4.7 Reserved (Warranty). 6
4.8 Emergency - Service. 6
4.9 Usage Reports by Contractor. 6
Article 5 Insurance and Indemnity 7
5.1 Insurance 7
5.2 Indemnification. 8
Article 6 Liability of the Parties 9
6.1 Liability of City. 9
6.2 Reserved (Liability for Use of Equipment). 9
Article 7 Payment of Taxes 9
7.1 Contractor to Pay All Taxes. 9
7.2 Withholding. 9
Article 8 Termination and Default 10
8.1 Termination for Convenience 10
8.2 Termination for Default; Remedies 10
8.3 Non-Waiver of Rights. 11

8.4 Rights and Duties upon Termination or Expiration. 11
Article 9 Rights in Deliverables. 11
Article 10 Additional Requirements Incorporated by Reference 11
10.1 Laws Incorporated by Reference. 11
10.2 Conflict of Interest. 12
10.3 Prohibition on Use of Public Funds for Political Activity. 12
10.4 Consideration of Salary History. 12
10.5 Nondiscrimination Requirements 12
10.6 Reserved (Local Business Enterprise and Non-Discrimination in Contracting Ordinance) 12
10.7 Reserved (Minimum Compensation Ordinance). 12
10.8 Reserved (Health Care Accountability Ordinance). 12
10.9 Reserved (First Source Hiring Program - 12
10.10 Alcohol and Drug-Free Workplace. 13
10.11 Limitations on Contributions. 13
10.12 Reserved (Slavery Era Disclosure). 13
10.13 Reserved (Working with Minors). 13
10.14 Consideration of Criminal History and Employment Decisions. 13
10.15 Reserved (Public Access to Nonprofit Records and Meetings). 14
10.16 Reserved (Food Service Waste Reduction Requirements). 14
10.17 Reserved (Distribution of Beverages and Water). 14
10.18 Tropical Hardwood and Virgin Redwood Ban. 14
10.19 Reserved (Preservative Treated Wood Products). 14
10.20 Reserved (Sweat Free Procurement). 14
10.21 Reserved (Environment Code Chapter 5, Resource Conservation Ordinance). 14
10.22 Reserved (Prop J Approval). 14
10.23 Use of City Opinion. 14
10.24 Reserved (Displaced Worker Protection Act). 14
Article 11 General Provisions 14
11.1 Notices to the Parties. 14
11.2 Compliance with Americans with Disabilities Act. 15

11.3 Incorporation of Recitals. 15
11.4 Sunshine Ordinance. 15
11.5 Modification of this Agreement. 15
11.6 Dispute Resolution Procedure. 15
11.7 Agreement Made in California; Venue. 16
11.8 Construction. 16
11.9 Entire Agreement. 16
11.10 Compliance with Laws. 16
11.11 Severability. 16
11.12 Cooperative Drafting. 16
11.13 Order of Precedence. 17
11.15 Reserved (Cooperative Agreement). 17
Article 12 Department Specific Terms 17
12.1 Third Party Beneficiaries. 17
12.2 Exclusion Lists and Employee Verification. 17
Article 13 Data and Security 17
13.1 Nondisclosure of Private, Proprietary or Confidential Information. 17
13.2 Reserved (Payment Card Industry ("PCI") Requirements). 18
Business Associate Agreement. 18
13.3 Protected Health Information. 19
Article 14 MacBride And Signature 20
14.1 MacBride Principles -Northern Ireland. 20

AGREEMENT

This Agreement is made this First day of October 2021, in the City and County of San Francisco, State of California, by and between Vitalant located at 6210 E. Oak Street, Scottsdale, AZ 85257 ("Contractor") and City.

Recitals

WHEREAS, the City wishes to procure Blood and Blood Products from Contractor; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 1.5(d) Prop 6, Waiver number OCAWVR0004375; and

WHEREAS, this is a contract primarily for Commodities and therefore there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to deliver the goods required by City as set forth under this Agreement.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and all City Departments authorized to utilize this Agreement for the purpose of securing the goods described herein.

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 "Contractor" or "Consultant" means Vitalant.

1.6 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.7 "Party" and "Parties" mean the City and Contractor either collectively or individually.

Article 2 Term of the Agreement

2.1 **Term**. The term of this Agreement shall be for an initial term of thirty-six (36) months, commencing on October 1, 2021 and expiring on September 30, 2024 (the "Initial Term"), unless earlier terminated as otherwise provided herein.

2.2 **Options.** The City and Contractor have the option to mutually renew the Agreement for a period of up to two (2) additional years, for a total contract term of five (5) years. The City and Contractor may, upon mutual agreement, extend this Agreement beyond the expiration date as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Blood Fee Schedule" or Exhibits thereto. Compensation shall be made for goods identified in the invoice that the City, in his or her sole discretion, reasonably concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **NINE MILLION NINE HUNDRED NINETY THOUSAND DOLLARS ($9,990,000**). The breakdown of charges associated with this Agreement appears in Appendix B, "Blood Service Fee Schedule" and Exhibits thereto. A portion of payment may be

withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments, with the exception of interest applicable to any judgment or liability by City.

3.3.2 **Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the goods delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide goods in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **Payment Terms.**

(a) **Payment Due Date**: Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms)**.

3.3.6 **Reserved (LBE Payment and Utilization Tracking System).**

3.3.7 **Getting paid by the City for Goods.**

(a) The City and County of San Francisco utilizes the Paymode-X® service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.8 **Reserved (Grant Funded Contracts).**

3.4 **Audit and Inspection of Records**. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make reasonable excerpts and transcripts from such non-confidential or proprietary portions of books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

3.5 **Submitting False Claims**. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 **Reserved (Payment of Prevailing Wages).**

Article 4 Goods

4.1 **Reserved (Primary and Secondary Contractors).**

4.2 **Goods.**

4.2.1 **Term Agreement – Indefinite Quantities.** This is a term, indefinite quantities Agreement. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the Agreement. Purchasing may make purchases of items covered by this Agreement from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this Agreement. For clarity, such purchases shall be required to comply with Sections 1.1 and 1.2 of Appendix A.

4.2.2 **Reserved (Place of Manufacture)**.

4.2.3 **Reserved (Electrical Products)**.

4.2.4 **Reserved (Condition of Goods)**.

4.2.5 **Inspection.** All goods supplied shall be subject to inspection and acceptance or rejection by Purchasing or any department official responsible for inspection. Non-conforming or rejected goods may be subject to reasonable storage fees.

4.2.6 **Reserved (F.O.B).**

4.2.7 **Reserved (Failure to Deliver).**

4.2.8 **Safety Data Sheets.** Where required by law or by City, Contractor will include Safety Data Sheets (SDSs) with delivery for applicable items. Failure to include the SDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.

4.2.9 **Reserved (Awarded Goods).**

4.3 **Reserved (Services).**

4.4 **Qualified Personnel.**

Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to deliver the goods. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.5 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.5.1 **Independent Contractor**. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it delivers the goods required by this Agreement and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing any of the obligations pursuant to this Agreement, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action

by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.5.2 **Payment of Employment Taxes and Other Expenses**. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.5 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.6 **Assignment.** Neither this Agreement nor any duties or obligations hereunder will be effective or accepted by City for assignment or delegation until any such assignment or delegation by Contractor is approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.7 **Reserved (Warranty).** Contractor warrants to City that the manufacturer's warranty and service will be passed on to the City at the time of delivery.

4.8 **Emergency - Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will make every good faith effort in attempting to deliver products using all modes of transportation reasonably available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for goods ordered during an emergency and not covered under the awarded Agreement.

4.9 **Usage Reports by Contractor.**

4.9.1 Each year, upon request by City, Contractor shall prepare and submit to City an electronic report of the total items ordered under this Agreement during the preceding calendar year (January 1 – December 31). The report must list by City department the following: (1) all goods ordered ("Order") (2) all goods delivered; (3) the date on which each Order was placed; (4) the date on which each Order was delivered; and (5) total quantity and unit price of the goods contained within each Order. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this Agreement. Contractor shall email reports to OCAVendor.Reports@sfgov.org.

4.9.2 Any report files larger than **10MB** must be submitted in electronic format on USB drive and mailed to the address shown below with the term Agreement number and "Annual Supplier Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Supplier Reporting

Re: Term Contract No. TC60402

City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

4.9.3 City reserves the right to terminate this Agreement if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.

Article 5 Insurance and Indemnity

5.1 Insurance

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness.

(d) Reserved (Professional Liability Insurance).

(e) Reserved (Technology Errors and Omissions Liability Insurance). Reserved (Cyber and Privacy Insurance)

(f) Reserved (Pollution Liability Insurance).

5.1.2 **Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved (Pollution Liability Endorsement).

5.1.3 **Waiver of Subrogation Endorsements**

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 **Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 **Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) Reserved (Subcontractors).

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against such portion of any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, except for such portion of loss, damage, injury, liability or claim which is the result of the active negligence or willful misconduct of City, in which case damages shall be apportioned between the parties on a pro rata basis pursuant to the State of California's Doctrine of Comparative Fault. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's third-party costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3 AND APPENDIX B OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR GOODS DELIVERED IN CONNECTION WITH THIS AGREEMENT

6.2 **Reserved (Liability for Use of Equipment).**

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Goods delivered pursuant hereto as applicable to a nonprofit contractor. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement as applicable to a nonprofit contractor. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Withholding.** Contractor agrees that it may be obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code,

Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination no less than 120 days prior to termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

8.1.2 Contractor shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Contractor shall exercise this option by giving City written notice of termination no less than 120 days prior to termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.6	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten (10) days after written notice thereof from City to Contractor.

8.2.2 On and after any event of material default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. City shall have the right to offset from any amounts due to Contractor under this Contract all damages, losses, costs or expenses incurred by City as a result of such event of default from Contractor pursuant to the terms of this Contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and

regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

8.2.3 Any notice of default must be sent by registered or other trackable overnight mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.**

The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Delivery of Goods		11.6	Dispute Resolution Procedure
3.3.8	Federal and/or State Funded Contracts		11.7	Agreement Made in California; Venue
3.4	Audit and Inspection of Records		11.8	Construction
3.5	Submitting False Claims		11.9	Entire Agreement
Article 5	Insurance and Indemnity		11.10	Compliance with Laws
6.1	Liability of City		11.11	Severability
Article 7	Payment of Taxes		Article 12	Department Specific Terms
9.1	Reserved (Ownership of Results)		Article 13	Data and Security
9.2	Works for Hire		Appendix D	Reserved (Business Associate Agreement)

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables.

9.1 **Reserved (Ownership of Results)**

9.2 **Reserved (Works for Hire)**

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement to the extent applicable by law. The full text of the San Francisco Municipal Code

provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the services or delivering the goods, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements**

10.5.1 **Nondiscrimination in Contracts**. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts, if any, entered into for the performance of this contract, the provisions of Section 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12C.

10.5.2 **Reserved (Nondiscrimination in the Provision of Employee Benefits – Waived)**.

10.6 **Reserved (Local Business Enterprise and Non-Discrimination in Contracting Ordinance).**

10.7 **Reserved (Minimum Compensation Ordinance).**

10.8 **Reserved (Health Care Accountability Ordinance).**

10.9 **Reserved (First Source Hiring Program - Bargaining Agreement Exemption).**

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

If Contractor is informed prior to issuance of an Authorization Document that it will be paid with federal or state funds, Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) and California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

10.11 **Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office, or (c) a committee controlled by such elected official, or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 **Reserved (Slavery Era Disclosure).**

10.13 **Reserved (Working with Minors).**

10.14 **Consideration of Criminal History and Employment Decisions.**

10.14.1 Unless pre-empted by Federal or State law, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing

regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Reserved (Public Access to Nonprofit Records and Meetings).**.

10.16 **Reserved (Food Service Waste Reduction Requirements).**

10.17 **Reserved (Distribution of Beverages and Water).**

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 **Reserved (Preservative Treated Wood Products).**

10.20 **Reserved (Sweat Free Procurement).**

10.21 **Reserved (Environment Code Chapter 5, Resource Conservation Ordinance).**

10.22 **Reserved (Prop J Approval).**

10.23 **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Agreement without prior written permission of Purchasing.

10.24 **Reserved (Displaced Worker Protection Act).**

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail, and shall be addressed as follows:

To City:	Director of Purchasing City and County of San Francisco Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 oca@sfgov.org

	With a copy to: Joanne Moore, MT(ASCP)SBB Blood Bank Manager UCSF Clinical Laboratory Zuckerberg San Francisco General Hospital and Trauma Center 1001 Potrero Avenue San Francisco, CA 94110 Joanne.moore@ucsf.edu
To Contractor:	VITALANT Attn: VP, Client Sales 6210 E. Oak Street Scottsdale, AZ 85257 *With a copy to:* VITALANT Attn: General Counsel 6210 E. Oak Street Scottsdale, AZ 85257

Any notice of default must be sent by registered mail or in accordance with Section 6.8 of Appendix A. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. Email notification is not permitted.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services and/or goods in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services or delivery of the goods, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of Services or delivery of the goods under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may

submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved through alternative dispute resolution.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor reasonably informed, of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times reasonably comply with such reasonably known and applicable local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the Services or furnish the goods described herein in accordance with the terms and conditions of this Agreement. The terms and conditions of the Attached Appendix A supplement the City's Terms. The City and Contractor expressly agree that this Appendix A shall be incorporated into the Agreement and, in the event of a direct conflict between this Appendix A and the City's terms, the conditions in City's terms shall take precedence. The terms of this Agreement shall supersede all other Appendices or attachments to this Agreement.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

11.15 **Reserved (Cooperative Agreement).**

Article 12 Department Specific Terms

12.1 **Third Party Beneficiaries.**

No third parties are intended by the Parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either Party by any person who is not a party hereto.

12.2 **Exclusion Lists and Employee Verification.**

12.2.1 Upon hire and annually thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists must be retained for seven years.

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services or delivery of the goods under this Agreement. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services or delivery of the goods pursuant to this Agreement, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City

discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 **Reserved (Payment Card Industry ("PCI") Requirements).**

13.3 Business Associate Agreement. The Parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"). The Parties acknowledge that Contractor is neither a Covered Entity nor a Business Associate, as those terms are defined by HIPAA.

The Parties acknowledge that CONTRACTOR will:

1. ☐ Do **at least one** or more of the following:

A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

Appendix D:
CITY/SFDPH Business Associate Agreement (BAA) (04-12-2018)
Attachment 1: CITY/SFDPH Attestation 1 PRIVACY (06-07-2017)
Attachment 2: CITY/SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☒ **<u>NOT</u> do any of the activities listed above in subsection 1;**

Contractor is not a Business Associate of CITY/SFDPH. Appendix D and attestations are not required for the purposes of this Agreement.

13.4 Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws applicable to Contractor regarding the transmission, storage and protection of all private health information, if any, disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of applicable federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event of data breach with respect to the Contractor, Contractor shall defend and indemnify City in accordance with Section 5.2.1 of this Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, in proportion to the fault or responsibility of Contractor (or any subcontractors) for such fine, penalty or damages. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

13.3 **13.5 Management of City Data and Confidential Information**

13.5.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.6 Disposition of Confidential Information. Upon termination of the Agreement or request of City, Contractor shall return all Confidential Information which includes all original media within a reasonable period of time not to exceed thirty (30) days. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used

in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Notwithstanding the foregoing, Contractor may retain copies of any documentation necessary to comply with its legal obligations in accordance with applicable law and its internal document retention policies.

Article 14 MacBride And Signature

14.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

DocuSigned by:
Repola,Linda M
42E99F6456504C9...

Linda Repola
Supervising Purchaser
Office of Contract Administration

Approved as to Form:

Dennis J. Herrera
City Attorney

By DocuSigned by:
Simpson,Louise S 10/11/2021
BD54168A4C3B452...
Louise S. Simpson
Deputy City Attorney

Approved by:

DocuSigned by:
Moayed,Taraneh
9AEA44694D514E7...

Sailaja Kurella
Acting Director of the Office of Contract Administration, and Purchaser

CONTRACTOR

Vitalant

DocuSigned by:
Robinson,Michelle
19946CD18DE1445...

Michelle Robinson
Senior Vice President

Supplier ID: 0000024218

Appendix A	Hospital Blood Services Agreement Additional Terms and Conditions for City and County of San Francisco ("Hospital")
Appendix B	Blood Services Fee Schedule
Appendix C	Regulatory and Compliance Requirements
Appendix D	Reserved (BAA)
Appendix E	Reserved (Sweat Free Ordinance Forms P-12U-C and 12U-I)

Appendix A
Hospital Blood Services Agreement Additional Terms and Conditions for City and County of San Francisco ("Hospital")

The following terms and conditions supplement the City's Bid and Contract Conditions and General Conditions. The City (or "Hospital) and Contractor (or "VITALANT") expressly agree that this Appendix A shall be incorporated into the Agreement and, in the event of a conflict between this Appendix A and the Bid and Contract Conditions and General Conditions, the conditions in Appendix A shall take precedence.

1. RESPONSIBILITIES OF VITALANT AND HOSPITAL

1.1 Provision of Blood and Blood Components. Contractor shall be City's primary supply source for blood and blood components. Contractor and City acknowledge and agree that the Blood Service Fees are offered to City in consideration of Contractor being the primary provider of blood and blood components to City. City may during the Term of the Agreement obtain blood or blood components from a provider other than Contractor 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 6.14 of Appendix A; or

(c) An alternate supplier is needed to meet the needs of a particular patient, provided Hospital has first requested VITALANT to provide the necessary blood or blood components for the patient, and VITALANT is unable to do so; or

(d) At the request or direction of a patient or the patient's physician, Hospital is directed to use autologous blood which is only available through a provider other than VITALANT.

Except as stated in Section 1.1 above, Hospital shall utilize VITALANT as its primary source of blood and blood components to meet all routine and emergency needs for obtaining blood or blood components during the Term of the Agreement. VITALANT shall deliver to Hospital and maintain Hospital's stock levels for blood and blood components that comply with the requirements of 21 Code of Federal Regulations Subchapter F, and applicable regulatory standards, are sufficient to meet the routine and potential emergency needs of Hospital, and delivered according to the schedule set forth in Exhibit 2 to this Appendix A. When medically appropriate, Hospital agrees to first use shorter dated blood and blood components, and release in a timely manner untransfused, crossmatched blood and blood components for other patient use upon request or approval by VITALANT.

1.2 Ordering and Delivery of Blood and Blood Components. Specific quantities of blood and blood components shall be ordered by Hospital by placing orders pursuant

to VITALANT'S ordering instructions, billing protocols and, where applicable, on-line product management system. To facilitate service to Hospital, VITALANT shall maintain service twenty-four (24) hours a day, seven (7) days a week. Unless other arrangements are made, VITALANT shall pay expenses for scheduled delivery of blood and blood components to and from Hospital, using the method of delivery or shipment that VITALANT determines is appropriate to the circumstances. Hospital shall pay for expenses associated with non-scheduled deliveries requested by Hospital. All blood and blood components supplied to Hospital will be accompanied by appropriate documentation. Blood and blood components will be transported to Hospital in a validated manner so that the blood and blood components remain within required specification throughout the transport period. Upon delivery to Hospital, the Hospital shall be responsible for any loss, destruction, or damage to the units of blood or blood components. Except in emergency situations, blood or blood components provided to the Hospital may not be sold, assigned, exchanged, or transferred to any facility other than the facility(s) identified in this Agreement without the prior written authorization of VITALANT. Hospital shall notify VITALANT within 24 hours, in writing, in the event of an emergency that required a transfer without prior authorization of VITALANT and shall retain records to track the disposition of the transferred blood or blood component.

1.3 Return of Blood and Blood Components. In the event VITALANT determines blood or blood components provided to Hospital may be used elsewhere, VITALANT may request or permit Hospital to return unused blood or blood components for credit, subject to the Hospital's compliance with the requirements of VITALANT's Return Policy, attached as Exhibit 1 to Appendix A and incorporated herein by reference.

1.5 Reference Laboratory Services. If Hospital requests that VITALANT provide reference laboratory services to Hospital as described in Exhibit 2 of Appendix B ("Lab Services Fees"), Hospital will collect and transmit specimens to VITALANT for Lab Services and will: (i) ensure that such collection and transmission is performed in accordance with applicable laws and Hospital's policies and procedures; (ii) ensure that such requests are accompanied by an appropriate licensed independent practitioner order and otherwise ensure that Hospital complies with all billing and legal requirements related to receipt of Lab Services, and (iii) assume all of the costs associated with such collection and transmission. VITALANT will notify Hospital of the receipt of any specimen which it believes is not suitable for analysis due to improper collection or degradation of the specimen in transit. VITALANT shall perform requested Lab Services and deliver the result of Lab Services in a manner that is consistent with current industry standards.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Payment for Blood or Blood Components and Lab Services. Hospital shall pay to VITALANT the Blood Service Fees and the Lab Services Fees as provided in the attached Appendix B and agreed to in Section 3, of the Agreement to which this Appendix A is hereby attached, and Section 3 of this Appendix.

2.2 Delivery and Storage of Blood or Blood Components. VITALANT intends to deliver products as set forth in attached Exhibit 2 of Appendix A, "Delivery Schedule". Hospital

is responsible for inspecting all blood or blood components upon delivery and shall 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. Hospital shall furnish storage units restricted to storage of blood and other biologicals that are capable of maintaining required storage temperatures as specified in Title 21 of the Code of Federal Regulations and standards of the AABB and VITALANT standard operating procedures (available on request) and that are equipped with a continuous temperature monitoring system that records temperatures at least once every four (4) hours ("Storage Units"). Hospital shall verify continuous storage temperature of each Storage Unit and shall maintain such documentation. Hospital agrees to provide Storage Unit temperature records to VITALANT upon request and for any blood or blood components which VITALANT authorizes Hospital to return. Hospital shall notify VITALANT of any deviation of temperatures outside of the acceptable range during the storage of blood and blood components within twenty-four (24) hours of such occurrence and shall not request return to VITALANT of any blood or blood components subjected to temperatures outside the acceptable temperature range unless approved for return by VITALANT.

2.3 Inspection of Storage Facilities. Upon request by VITALANT or any licensing or regulating agency to which VITALANT is subject, including FDA, Hospital shall allow on-site inspections of blood storage facilities and Storage Units during normal business hours by VITALANT or any applicable regulatory. On-site inspections by other accrediting agencies or organizations shall be arranged upon mutual agreement between Vitalant and Hospital. Hospital shall further allow VITALANT or any such regulatory agency to review and copy, without charge, Hospital's standard operating procedures for blood storage and quality assurance or any other similar or related records.

2.4 Compliance.

(a) Hospital 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 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. Hospital reports made verbally shall be followed up by a written report within forty-eight (48) hours of telephone notification. Hospital 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 Hospital to the FDA in accordance with applicable federal regulations.

(b) Hospital shall 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.

(c) Hospital shall 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.

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 and Lab Services Fee Schedules are attached as Appendix B and exhibits thereto and incorporated herein by reference. Hospital agrees to pay to VITALANT the Blood Service Fees and Lab Service Fees as set forth in Appendix B and exhibits thereto. The fees set forth in Appendix B and exhibits thereto are based on the annual volume projections for the Initial Term of this Agreement. After the Initial Term of the Contract, as defined herein, VITALANT may increase the Blood Service Fees and Lab Service Fees in accordance with Section 76 of the Agreement to which this Appendix is attached.

3.1.1 Notwithstanding the above, and in consideration of additional expenses it may incur, VITALANT has the right to increase the Blood Service Fees at any time during the Term of the Agreement, upon thirty (30) days' prior written notice to Hospital, in the event 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 Hospital 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 of Hospital, VITALANT shall provide verification of any such requirement or recommendation of FDA, 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.

4. 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 WILL SUPPLY BLOOD AND BLOOD COMPONENTS AND RELATED SERVICES IN CONFORMANCE WITH REGULATORY REQUIREMENTS AS SET FORTH IN SECTION 1.1, ABOVE, BUT BEYOND THAT 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 SHALL 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 SHALL NOT EXCEED AN AMOUNT WHICH IS PROPORTIONAL TO THE RELATIVE FAULT THAT THEIR CONDUCT BEARS TO ALL OTHER CONDUCT GIVING RISE TO SUCH CLAIM.

5. CONFIDENTIALITY

5.1 Confidential Information. Subject to the requirements of the California Public Records Act, California Government Code §§ 6250, et seq., and the San Francisco Sunshine Ordinance, S.F Administrative Code Chapter 67, during the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and Hospital acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement shall be received in confidence, and shall be used only to carry out the terms of this Agreement. Confidential information shall 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, Hospital 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 Hospital 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, or (d) is de-identified and/or used as part of an aggregate compilation of data such that the information cannot be reasonably attributed to a particular party or person(s) . If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall 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.

5.2 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 products and 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 Hospital, the parties agree to promptly execute a mutually-agreeable business associate agreement.

6. MISCELLANEOUS

6.1 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.

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

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

6.4 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.

6.5 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.

6.6 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.

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

6.8 Notice. Any written notification required hereunder shall be personally served or mailed by certified mail or courier return receipt requested, to the following:

If to VITALANT:	VITALANT Attn: VP, Client Sales 6210 E. Oak Street Scottsdale, AZ 85257	With a copy to:	VITALANT Attn: General Counsel 6210 E. Oak Street Scottsdale, AZ 85257
If to Hospital:	Director of Purchasing City and County of San Francisco Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 oca@sfgov.org	With a copy to:	Joanne Moore, MT(ASCP)SBB Blood Bank Manager UCSF Clinical Laboratory Zuckerberg San Francisco General Hospital and Trauma Center 1001 Potrero Avenue San Francisco, CA 94110 Joanne.moore@ucsf.edu

Any such communication will be deemed to have been delivered effective when received by the recipient thereof, provided that if sent by certified mail or courier in the manner set forth above, it will be deemed to be delivered effective three (3) days after deposit in the United States mail, or, if sent by courier, it will be deemed to be delivered on the date of delivery or transmittal (with satisfactory evidence of successful delivery or transmittal). 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**.**

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

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

6.11 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 shall control with respect to the subject matter of such Exhibit.

6.12 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.

6.13 Reserved (Attorneys' Fees).

6.14 Force Majeure. Each party shall 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, regardless of whether foreseeable, 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 shall 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 shall not be liable for any damages arising out of the Force Majeure Event.

Appendix A, Exhibit 1
Return Policy

VITALANT may permit Hospital to return unused red blood cells to VITALANT for credit, subject to meeting all of the following conditions:

(a) Hospital shall verify that proper temperature requirements have been stored and monitored during the storage period in compliance with the regulatory requirements, including Title 21 of the Code of Federal Regulations and Standards of the AABB.

(b) Hospital shall verify that the integrity of the unit container has been maintained and neither the unit container nor the affixed label is damaged, broken, disturbed, defaced, tampered with, or otherwise manipulated.

(c) Hospital shall ensure that the original label is intact, unmarked and uncovered. Any labels or tags affixed by the Hospital to the unit must be removed prior to return.

(d) Hospital shall inspect blood and blood components at the time of packing and shall pack products in accordance with VITALANT policies and in appropriate shipping containers. Hospital shall document that inspections have occurred in compliance with the regulatory requirements, and it shall not return blood or blood components to VITALANT which appear unsuitable for re-issue.

(e) All requests to receive credit for returned products must be received by VITALANT no more than twenty-one (21) days following the receipt of any such blood products by Hospital.

(f) All requests to receive credit for returned products must comply with the VITALANT ordering and return instructions, billing protocols and, where applicable, the on-line product management system.

In general, platelets and frozen, specialty, altered or modified blood and blood components are not returnable. Examples include, but are not limited to:

- Frozen plasma
- Cryoprecipitate
- Irradiated blood and blood components
- Blood and blood components with special testing or other modification, such as CMV-negative, antigen negative, sterile docking, divided units or HLA matched units.

In circumstances where VITALANT accepts return of altered or modified blood and blood components, the service fees associated with Hospital's requested alteration or modification are not eligible for credit. Similarly, in the event Hospital is permitted to return a blood product which was ordered for STAT or ASAP delivery, the associated fees for such delivery are not eligible for credit.

VITALANT may modify this Return Policy, in its sole discretion, upon thirty (30) days' advance written notice to Hospital.

Appendix A, Exhibit 2
Delivery Schedule

Two routine deliveries shall be provided each weekday (Monday-Friday). One planned delivery shall be provided on Saturday, Sunday and Holidays.

STAT delivery to be one hour, 24 hours a day/7 day a week.

Planned Delivery Schedule

Place Order By:	Delivery By:
8:00am	2:00pm
4:00pm	8:00pm
ASAP	See below
STAT	See below

STAT: Not more than 1 hour from the time an order is received by the blood center to the time it is shipped from the blood center.

ASAP: Not more than 4 hours from the time an order is received by the blood center to the time it is shipped from the blood center.

Routine: Are stock orders that are shipped as workload and product availability permit, as but not later than 24 hours from the time the order is received by the blood center.

Scheduled: This selection allows for indications of a specific date and time, outside of the time requirements for ASAP or STAT orders.

VITALANT intends to deliver pursuant to the time schedules described herein. However, actual delivery time may be reasonably impacted by delays due to traffic, weather or other unavoidable contingencies.

Appendix B
Blood Service Fee Schedule

Product/Service Description	Fee Schedule (Year 1)	Fee Schedule (Year 2)	Fee Schedule (Year 3)
RED BLOOD CELLS			
Red Blood Cells Leukocytes	$240.00	$247.00	$254.00
PLATELET COMPONENTS			
Apheresis Platelets Leukocytes Reduced[2]	$627.50	N/A	N/A
Large Volume Delayed Sampling Platelets[3]	$702.50	$721.50	$740.90
PLASMA COMPONENTS			
Fresh Frozen Plasma/FP24	$56.75	$58.75	$60.51
CRYO COMPONENTS			
Cryoprecipitate AHF	$56.75	$58.75	$60.51
Cryoprecipitate AHF Pooled	$410.00	$422.00	$434.66
MODIFICATIONS/SERVICES			
CMV Unit Test	$40.00	$40.00	$40.00
Irradiation	$55.00	$55.00	$55.00
STAT[4] Order Fee	$200.00	$200.00	$200.00
ASAP[5] Order Fee	$100.00	$100.00	$100.00
STAT/ASAP Delivery by third party	As Invoiced		

NOTE: Item listing represents the most commonly ordered products, modifications and services and is not exhaustive; additional products, modifications, and services may be available and will be charged appropriately when provided. For prices for other products and services, please contact your Regional Account Manager.

[1]TBD references the date (yet to be determined by Vitalant) for Vitalant's implementation of the FDA's Final Guidance titled "Bacterial Risk Control Strategies for Blood Collection Establishments and Transfusion Services to Enhance the Safety and Availability of Platelets for Transfusion" (hereafter "FDA Platelet Guidance"). Vitalant will advise you at least 30 days prior to implementing the FDA Platelet Guidance and the associated price changes noted in the second column above.

[2]Apheresis Platelets will be available until Vitalant's implementation of the FDA Platelet Guidance.

[3]LVDS Platelets will replace Apheresis Platelets upon Vitalant's implementation of the FDA Platelet Guidance.

[4]STAT: Not more than 1 hour from the time an order is received by the blood center to the time it is shipped from the blood center.

[5]ASAP: Not more than 4 hours from the time an order is received by the blood center to the time it is shipped from the blood center.

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Appendix B Exhibit 1
PRT Platelet Products Addendum

Vitalant offers pathogen-reduced platelets, also referred to as "psoralen-treated" or "pathogen reduction technology" platelets (herein "**PRT platelet(s)**"), as a manufactured-to-order product. VITALANT plans recruitment, collection, and manufacturing in an effort to meet the needs of hospital customers that commit to purchase PRT platelet products on a consistent basis.

The Agreement is supplemented as follows solely with respect to PRT platelet products provided by VITALANT to Hospital pursuant to this Addendum:

1. **Pricing.**

Product/Service Description	Fee Schedule Year 1	Fee Schedule Year 2	Fee Schedule Year 3
PRT Platelet Products	$792.50	$816.50	$841.50

Notwithstanding the foregoing, in the event either: (1) new or modified testing procedures and/or systems are required by any applicable law/regulatory agency, or (2) any raw material/labor cost increases which are beyond the control of VITALANT, a fee increase for PRT platelet products in such additional amounts as are required to compensate VITALANT for such increase in costs, procedures, and/or systems will be permitted in each year of such occurrence.

2. **Ordering.** Hospital and VITALANT mutually agree on a Standing Order for PRT Platelets as set forth below:

Day of Week	Standing Order
Sunday	N/A
Monday	N/A
Tuesday	N/A
Wednesday	N/A
Thursday	N/A
Friday	N/A
Saturday	N/A
Total Weekly Volume Commitment	N/A

VITALANT will bill Hospital, and Hospital shall pay VITALANT, for the Standing Order commitment set forth above. If VITALANT is unable to supply the requested quantity of PRT platelets, VITALANT will substitute with Large Volume Delayed Sampling ("LVDS") platelets at the contracted rate for LVDS platelets. PRT Platelets are not eligible for return.

Any revisions to the Standing Order set forth above, shall be effective only upon the mutual written agreement of the Parties. Requests to revise any particular order, if received at least forty-eight (48) hours prior to the delivery date, will be considered on a case-by-case basis, based on product availability and product need, at Vitalant's sole discretion.

Appendix B Exhibit 2
Lab Services Fees

Regular Hours: Monday – Friday, 9 AM - 5 PM.
On-Call Service Hours: Monday – Friday, 5 PM - 9 AM; Saturday - Sunday, 24 hours; Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

Name	Item Number	Description	Fee $
ABO Grouping	LS005	ABO Grouping Typing.	31.00
Rh(D) Typing	LS015	Rh(D) Typing.	21.00
Rh Phenotype	LS020	Common Rh Antigen. Phenotyping Excluding Rh(D):C,c,E,e.	85.00
Antigen Typing, Patient (per antigen)	LS025	Patient antigen typing of red blood cells, one charge per antigen. Example: RH/FY/JK/K/MNS.	72.00
Extended Phenotype	LS035	Patient Typing for Common Blood Group Antigens Excluding Rh(D): K, Fya, Fyb, Jka, Jkb, S,s.	251.25
Direct Antiglobulin Test	LS040	Test used to demonstrate antibodies and/or complement bound to patient red blood cells. One charge for poly then if applicable one for anti-IgG and one charge for complement.	24.00
Antibody Screen	LS105	Red cell antibody screen any methodology.	83.75
Antibody Identification Panel	LS115	Routine or selected reagent red cell panel up to 11 reagent red cells.	125.45
Adsorption	LS205	Adsorption test per adsorption. Autoadsorption (using patients own red cells) or allogeneic adsorption (using donor red cells of known phenotype).	134.00
Red Cell Treatment	LS210	Chemical premodification of red cells for testing. Examples: EGA/CHL/DTT/WARM/ZZAP.	90.00
Elution	LS225	Removal of antibody from patient red cells for further antibody identification testing.	87.00
Hemoglobin S Test	LS285	Test that detects abnormal type of S Hemoglobin.	86.00

Compatibility Testing	LS405	Crossmatch testing. Requires Transfusion Services Contract.	90.00
Crossmatch: (AHG)	LS420	Crossmatch: (AHG). Any methodology.	125.00
Electronic Crossmatch	LS425	Crossmatch: Electronic. Two separate ABO/Rh Types must be done in order to utilize electronic crossmatching.	81.00
Molecular Extended Red Cell Genotype/Phenotype	LS505	Molecular determination of allelic variants that determine common and rare red cell antigens using multiplex PCR and microarray analysis. Includes DNA extraction and purification.	410.00
Molecular Genotype-Platelet (HPA)	LS510	Molecular determination of allelic variants that determine common Human Platelet Antigens, using multiplex PCR and microarray analysis. Includes DNA extraction and purification.	320.00
Unit Search	LS605	System inventory search for specially typed products.	161.25
Historical type unit search	LS610	Charge for search/location of historical antigen negative units, per antigen	176.00
Antigen Typing, Donor - confirmed	LS810	Antigen Typing of Donor Red Blood Cells, routine typing per antigen. Example: RH/FY/JK/K/MNS. A charge is incurred for each test performed.	103.00
On-Call Patient Testing Fee	LS905	On-Call Patient Testing (outside of regular business hours, weekends and holidays).	200.00
STAT Request IRL	LS910	STAT Patient Workup (testing to begin immediately upon sample receipt in lab).	250.00
ASAP Request IRL	LS915	ASAP Patient Workup (testing to receive priority upon sample receipt in lab).	200.00

NOTE: Item listing represents the most commonly ordered tests and services and is not exhaustive; additional tests and services may be available and will be charged appropriately when performed upon request. For prices for other products and services, please contact your Regional Account Manager.

Appendix C
Regulatory and Compliance Requirements

1. Infectious Disease Terms

Contractors required to perform physical activities on City property that places Contractor or its employees in proximity to medical patients, including but not limited to San Francisco Department of Public Health facilities where patient care or counseling is performed, shall be subject to the following requirements, as applicable:

A. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.

(5) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(6) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(7) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(8) Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

(9) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

B. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

(5) If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.

2. Delivery

Contractor must comply with the following delivery requirements.

A. Deliveries be in accordance with the Delivery Schedule and Blood Service Fee and Lab Services Fee Schedules attached to Appendices A and B

B. Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior scheduling will be rejected by the department with no additional costs incurred.

C. All deliveries shall be made and accepted at the City location indicated by the ordering department in accordance with the Delivery Schedule attached to Appendix A.

D. Emergency deliveries shall be delivered by best means possible based on the Blood Service Fee and Lab Services Fee Schedules attached to Appendix B. Contractor shall notify the department of the estimated time of delivery.

E. Contractor shall notify the ordering department immediately if unable to deliver the items and/or quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to the City.

F. All deliveries must include a packing slip and must provide the following information:

- Complete description including manufacturer's name and part number
- Quantity ordered

- Contract number and contract item numbers
- Back-ordered items and amount back-ordered
- Date back-ordered items will be delivered

G. In the event that back-ordered items are delayed in excess of five (5) working days, the City reserves the right to reject partial shipment or cancel the item(s) ordered form the Contract, at no additional cost incurred to the City

3. Price.

With the express exception of any changes made pursuant to Section 3.1.1 of Appendix A, the Blood Service Fee and Lab Services Fee Schedules attached to Appendix B and exhibits thereto shall be firm for the Initial Term of the contract. Bid prices shall be exclusive of any Federal, State, local sales or use tax.

4. Price Adjustments.

A. The parties agree that nothing in this Section 4 shall alter or amend the terms set forth in Section 3.1 and 3.1.1, Appendix A, which supersedes this Appendix C.

B. Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.

C. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. If approved, the price changes will be implemented with a contract amendment. No more than one price increase in any given 12-month anniversary period will be approved.

D. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to all applicable product indices and other direct costs to substantiate Contractor's request for price increases.

E. Price increase requests will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

5. Reserved (Additional Goods).

6. Reserved (Regulatory Requirements).

7. Other Requirements.

A. Contractor shall have and maintain, throughout the contract term, and any extension thereof, products and articles required by the Department of Public Health within (readily available to) the City and County of San Francisco. Failure to maintain adequate stock may result in the Contractor's Default clause, of the contract.

B. Contractor shall be responsible for providing support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor shall

provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).

C. Contractor shall maintain stock as specified in other sections of this contract and adequate facilities to allow for pick-up of orders placed by the Department of Public Health.

D. Contractor shall have a storage warehouse, distribution facility, parking area and counter within San Francisco.

E. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.

F. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.

G. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.

Appendix D
Business Associate Agreement

(Reserved)

Appendix E
Sweat Free Ordinance Forms P-12U-C and 12U-I

(Reserved)

City and County of San Francisco
Office of Contract Administration
Purchasing Division

First Amendment

THIS **FIRST** AMENDMENT ("Amendment") is made as of **October 1, 2024**, in San Francisco, California, by and between **Vitalant** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, add additional items (Liquid Plasma, Cold Storage Platelets, Rider Group A Whole Blood, and LVDS Platelets), and update standard contractual clauses; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.5(d) pursuant to waiver OCAWVR0004375 granted by the Office of Contract Administration, and this Amendment is consistent with that waiver; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because this is a contract primarily for Commodities and, as such, there is no Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, this Agreement is for commodities (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated October 1, 2021 between Contractor and City.

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be

construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term**. **Article 2 Term of the Agreement** currently reads as follows:

2.1 Term. The term of this Agreement shall be for an initial term of thirty-six (36) months, commencing on October 1, 2021, and expiring on September 30, 2024 (the "Initial Term"), unless earlier terminated as otherwise provided herein**.**

2.2 Options. The City and Contractor have the option to mutually renew the Agreement for a period of up to two (2) additional years, for a total contract term of five (5) years. The City and Contractor may, upon mutual agreement, extend this Agreement beyond the expiration date as provided in Section 11.5, "Modification of this Agreement."

Such section is hereby amended in its entirety to read as follows:

2.1 Term. The term of this Agreement shall be five years, commencing on October 1, 2021 and expiring on September 30, 2026 (the "Initial Term"), unless earlier terminated as otherwise provided herein**.**

2.2 **Appendix B-1.** Appendix B is hereby replaced in its entirety by Appendix B-1 dated October 1, 2024, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B-1 dated October 1, 2024, which is a correct and updated version.

Article 3 Effective Date

Each of the modifications set forth in Articles 2 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

DocuSigned by:
Lorna Walker 12/4/2024
9041EC4D1516452...
Lorna Walker
Procurement Manager
Office of Contract Administration

CONTRACTOR
Vitalant

Signed by:
Greg Ballish 12/4/2024
26C966503527411...
Greg Ballish,
VP Client Sales
6210 E. Oak Street
Scottsdale, AZ 85257
City Supplier number: 0000024218

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise Simpson 12/9/2024
BD54168A4C3B452...
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: DocuSigned by:
Taraneh Moayed 12/9/2024
9AEA44694D514E7...
Taraneh Moayed

Attached

Appendix: B-1

Appendix B-1
October 1, 2024
Blood Service Fee Schedule

Type	Product/Service Description	Fee Schedule Effective 10/1/21	Fee Schedule Effective 10/1/22	Fee Schedule Effective 10/1/23	Fee Schedule Effective 10/1/24	Fee Schedule Effective 10/1/25
Whole Blood	Rider Group A Whole Blood	N/A	N/A	N/A	$600.00	$618.00
Red Blood Cells	Red Blood Cells Leukocytes Reduced	$240.00	$247.00	$254.00	$250.00	$262.00
Platelet Component	Apheresis Platelets	$627.50	N/A	N/A	N/A	N/A
Platelet Component	Large Volume Delayed Sampling Platelets[3]	$702.50	$721.50	$740.90	$734.00	$763.00
Platelet Component	LVDS Platelets	N/A	N/A	N/A	$734.00	$763.00
Platelet Component	Cold Storage Platelets	N/A	N/A	N/A	As Invoiced	
Plasma Component	Fresh Frozen Plasma/FP24	$56.75	$58.75	$60.51	$80.00	$88.00
Plasma Component	Liquid Plasma	N/A	N/A	N/A	$120.00	$120.00
Cryo Component	Cryoprecipitate AHF	$56.75	$58.75	$60.51	$80.00	$88.00
Cryo Component	Cryoprecipitate AHF	$410.00	$422.00	$434.66	$450.00	$468.00
Modification/Service	CMV Unit Test	$40.00	$40.00	$40.00	$42.00	$44.00
Modification/Service	Irradiation	$55.00	$55.00	$55.00	$75.00	$75.00
Modification/Service	STAT[4] Order Fee	$200.00	$200.00	$200.00	$200.00	$200.00
Modification/Service	ASAP[5] Order Fee	$100.00	$100.00	$100.00	$100.00	$100.00

NOTE: Item listing represents the most commonly ordered products, modifications and services and is not exhaustive; additional products, modifications, and services may be available and will be charged appropriately when provided. For prices for other products and services, please contact your Regional Account Manager.

[1]TBD references the date (yet to be determined by Vitalant) for Vitalant's implementation of the FDA's Final Guidance titled "Bacterial Risk Control Strategies for Blood Collection Establishments and Transfusion Services to Enhance the Safety and Availability of Platelets for Transfusion" (hereafter "FDA Platelet Guidance"). Vitalant will advise you at least 30 days prior to implementing the FDA Platelet Guidance and the associated price changes noted in the second column above.

[2]Apheresis Platelets will be available until Vitalant's implementation of the FDA Platelet Guidance.

[3]LVDS Platelets will replace Apheresis Platelets upon Vitalant's implementation of the FDA Platelet Guidance.

[4]STAT: Not more than 1 hour from the time an order is received by the blood center to the time it is shipped from the blood center.

[5]ASAP: Not more than 4 hours from the time an order is received by the blood center to the time it is shipped from the blood center.

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Appendix B-1 Exhibit 2

LABORATORY SERVICES FEE SCHEDULE

Regular Hours: Monday – Friday, 9 AM - 5 PM.
On-Call Service Hours: Monday – Friday, 5 PM - 9 AM; Saturday - Sunday, 24 hours; Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

Name	Item Number	Description	Fee Effective 10/1/21	Fee Effective 10/1/24	Fee Effective 10/1/25	Notes
ABO Grouping	LS005	ABO Group (serology). ABO forward and/or reverse	$31.00	$39.29	$41.25	
ABO Discrepancy	LS010	Initial investigation of ABO blood typing discrepancies. Any additional testing performed is charged separately.	N/A	$57.15	$60.01	New Item for Year 4
Rh(D) Typing	LS015	Rh(D) Typing (serology).	$21.00	$26.20	$27.51	
Rh Phenotype	LS020	Common Rh Antigen. Phenotyping Excluding Rh(D):C,c,E,e.	$85.00			Item Discontinued for Year 4
Antigen Typing, Patient, per Antigen	LS025	Antigen typing of patient RBCs (serology), per antigen.	$72.00	$71.44	$75.01	
Antigen Typing, Patient, Rare, per Antigen	LS030	Rare antigen typing of patient RBCs (serology). Charged per antigen. Rare antigen examples (not all inclusive): k, Kp^a, C^w, Yt^a, etc.	N/A	$214.33	$225.05	New Item for Year 4
Extended Phenotype	LS035	Patient Typing for Common Blood Group Antigens Excluding Rh(D): K, Fya, Fyb, Jka, Jkb, S,s.	$251.25			Item Discontinued for Year 4

Direct Antiglobulin Test	LS040	DAT test. One charge for each reagent tested.	$24.00	$29.77	$31.26	
ABO/Rh	LS050	Includes ABO grouping (forward and reverse) and Rh(D) typing.	N/A	$65.49	$68.76	New Item for Year 4
Antibody Screen, each	LS105	Red cell antibody screen/detection, any methodology and or additive.	$83.75	$107.16	$112.52	
4C Antibody Screen	LS110	Red cell antibody screen and autocontrol performed at 4C.	N/A	$107.16	$112.52	New Item for Year 4
Antibody Identification Panel	LS115	Routine or selected reagent RBC panel.	$125.45	$157.17	$165.03	
Antibody Identification Panel, Rare	LS120	Rare, selected reagent RBC panel up to 6 cells, each panel set up.	N/A	$238.14	$250.05	New Item for Year 4
Enzyme Panel - Manufactured	LS125	Testing of manufactured enzyme-treated RBC panel.	N/A	$167.89	$176.28	New Item for Year 4
Prewarm Setup	LS130	Prewarm setup requires the aliquoting and warming of patient plasma, RBCs, saline, and other reagents to be used in testing.	N/A	$119.07	$125.02	New Item for Year 4
Saline Replacement Setup	LS135	Saline replacement (SR) setup is the technique used to disperse suspected rouleaux in the patient plasma/serum sample.	N/A	$119.07	$125.02	New Item for Year 4
Adsorption Procedure	LS205	Adsorption procedure autologous or allogeneic per each adsorption tube.	$134.00	$178.61	$187.54	
Red Cell Treatment	LS210	Chemical pre-modification of red cells for testing. (i.e., EGA/CHL/DTT/WARM)	$90.00	$178.61	$187.54	
Red Cell Stroma-Alloadsorption	LS215	Alloadsorption using Papain-treated human red cell stroma or RESt stroma, for each adsorption tube.	N/A	$238.14	$250.05	New Item for Year 4

Enzyme Treatment	LS220	Pre-modification/treatment of RBCs using proteolytic enzymes (i.e., Ficin, Papain, etc.).	N/A	$178.61	$187.54	New Item for Year 4
Elution Procedure	LS225	Procedure performed to remove antibodies from the surface of red blood cells.	$87.00	$108.35	$113.77	
Titration Studies, per Titration	LS230	Fee per titration tested.	N/A	$250.05	$262.55	New Item for Year 4
Red Cell Separation Method	LS235	Fee for each special method used to harvest patient autologous red cells i.e., Microhematocrit or Hypotonic RBC separations.	N/A	$300.06	$315.06	New Item for Year 4
Red Cell Separation - Percoll	LS240	Fee per Percoll treatment and red cell separation method.	N/A	$404.84	$425.08	New Item for Year 4
Serum Neutralization/Inhibition Procedure	LS245	Fee per neutralization/inhibition serum/plasma set up.	N/A	$231.00	$242.55	New Item for Year 4
Serum Treatment with Chemical Agents	LS250	Fee per each serum/plasma chemical treatment (i.e., 0.01 M DTT treatment)	N/A	$178.61	$187.54	New Item for Year 4
Thermal Amplitude Test	LS255	Testing to determine cold antibodies optimal temperature of reactivity.	N/A	$386.98	$406.33	New Item for Year 4
Polyagglutination Screen	LS260	Screen test for polyagglutination. Includes testing with human sera and lectins, if available.	N/A	$155.98	$163.78	New Item for Year 4
Donath-Landsteiner Test	LS265	Diagnostic test of Paroxysmal Cold Hemoglobinuria (PCH).	N/A	$625.12	$656.38	New Item for Year 4
Drug Dependent Antibody Studies	LS270	Test for identification of drug dependent antibodies.	N/A	$613.21	$643.87	New Item for Year 4
Pathological Cold Agglutinin Screen	LS275	Test to evaluate the clinical significance of cold reactive autoantibodies.	N/A	$92.87	$97.51	New Item for Year 4

Cold Agglutinin Titer	LS280	Titer of cold reactive autoantibodies (per titer).	N/A	$160.74	$168.78	New Item for Year 4
Hemoglobin S	LS285/41M	Sickle cell screen test.	$86.00	$107.16	$112.52	
Kleihauer-Betke, Quantitative	LS287	Kleihauer-Betke (KB)- is used to determine the volume of fetomaternal hemorrhage to estimate the amount of RhIg needed to prevent alloimmunization.	N/A	$238.14	$250.05	New Item for Year 4
Rosette Test, Qualitative	LS290	Screening test for fetomaternal hemorrhage.	N/A	$119.07	$125.02	New Item for Year 4
Monocyte Monolayer Assay (MMA)	LS292	Monocyte Monolayer Assay used to better predict the transfusion risk of a clinically significant antibody. (Send out)	N/A	$1,786.05	$1,875.35	New Item for Year 4
DAT NEG AIHA Evaluation	LS295	DAT negative Hemolytic anemia investigation (other names) Immune Hemolytic Anemia Evaluation; Micro Coombs; Super Coombs. (Send out)	N/A	$952.56	$1,000.19	New Item for Year 4
Platelet Crossmatch Test	LS305	Platelet crossmatch by solid phase methods, per strip tested.	N/A	$155.98	$163.78	New Item for Year 4
Platelet Antibody Screen Test	LS310	Platelet Antibody Detection using Capture-P Ready-Screen (CPRS).	N/A	$188.13	$197.54	New Item for Year 4
Compatibility Testing	LS405	Crossmatch testing. Requires Transfusion Services Contract.	$90.00			Item Discontinued for Year 4
Compatibility Screen	LS410	Charge for each RBC unit is screened with patient plasma/serum. Compatibility screen is not the crossmatch test of record and unit is not tagged.	N/A	$107.16	$112.52	New Item for Year 4

*Crossmatch: Immediate Spin (IS)	LS415	IS Crossmatch by any methodology.	N/A	$103.59	$108.77	New Item for Year 4
*Crossmatch: Antiglobulin (AHG)	LS420	Antiglobulin Crossmatch by any methodology.	$125.00	$148.84	$156.28	
*Crossmatch: Electronic (EXM)	LS425	Charge for each unit crossmatched by EXM.	$81.00	$101.21	$106.27	
Plasma Thawing	LS435/57M	Thawing of Plasma and Cryoprecipitate for transfusion	N/A	$89.30	$93.77	New Item for Year 4
Blood Type Recheck	LS445	Patient ABO/Rh(D) confirmation from a 2nd specimen for transfusion of blood products.	N/A	$65.49	$68.76	New Item for Year 4
Molecular Extended Red Cell Genotype/Phenotype	LS505	Molecular determination of allelic variants that determine common and rare red cell antigens using multiplex PCR and microarray analysis. (Send out)	$410.00	$488.19	$512.60	
Molecular Genotype-Platelet (HPA)	LS510	Molecular determination of allelic variants that determine common Human Platelet Antigens, using multiplex PCR and microarray analysis. (Send out)	$320.00	$381.02	$400.07	
RHD Genotype Test	LS515	RHD gene sequencing. Send out to a specialized genomics laboratory.	N/A	$595.35	$625.12	New Item for Year 4
RHCE Genotype Test	LS520	RHCE gene sequencing. Send out to a specialized genomics laboratory.	N/A	$773.96	$812.66	New Item for Year 4
Molecular Sequencing Test	LS525	Gene sequencing. Send out to a specialized genomics laboratory. Covers all non-RH sequencing, i.e., sequencing for ABO, LU, JK and other genes.	N/A	$625.12	$656.38	New Item for Year 4

Donor/Product Search Fee, per Search	LS605	Fee is applied per search when donor recruitment is required to provide products or when searching outside the local lab inventory for: · Antigen negative red cell units · HPA selected platelets · HLA selected platelets	$161.25	$220.28	$231.29	
Unconfirmed Antigen Request, per Component	LS610/55M	Fee for requests of components with unconfirmed results for antigen typing or Hemoglobin S. Units are not labeled/tagged as antigen negative.	$176.00	$220.28	$231.29	
Rare Search Fee, per search	LS615	Fee for rare product search outside the Vitalant inventory.	N/A	$375.07	$393.82	New Item for Year 4
ARDP Fee, per unit	LS620	Fee the American Rare Donor Program (ARDP) charges to the IRLs per unit they located and is shipped to requesting lab/center.	N/A	$125.02	$131.27	New Item for Year 4
Import Fee, per unit	LS625	Fee per each special typed product imported from a Non-Vitalant blood center. Fee does NOT include the blood product or antigen typing charges. Those will be charged when the units are shipped/issued.	N/A	$857.30	$900.17	New Item for Year 4
Transfusion Reaction Investigation - Clerical	LS705	Transfusion Reaction Investigation - Clerical. Charge in addition to the serological testing performed as part of the investigation of the reaction reported.	N/A	$334.59	$351.32	New Item for Year 4
Transfusion Reaction Evaluation - Physician	LS710	Transfusion Reaction investigation, interpretation and written report, Physician services.	N/A	$334.59	$351.32	New Item for Year 4

HLA Selected Platelet Fee, per Component	LS805/42M	Fee charged for each HLA selected or HLA antibody selected platelet shipped or issued.	N/A	$375.07	$393.82	New Item for Year 4
Antigen Typing, Donor - Confirmed or Historical, per Antigen	LS810/23M	Donor common red cell antigen typing, per antigen.	$103.00	$95.26	$100.02	
Antigen Typing, Donor, Rare - Confirmed or Historical, per Antigen	LS815/24M	Donor rare red cell antigen typing, per antigen.	N/A	$269.10	$282.56	New Item for Year 4
Crossmatched Platelet Tagging, per Component	LS825/43M	Fee per crossmatched platelet tagged issued or shipped.	N/A	$178.61	$187.54	New Item for Year 4
Donor Antigen Screening, 1-10 Units Screened	LS830	Fee for random unit screening to find antigen negative units per batch of 1 - 10 units screened.	N/A	$89.30	$93.77	New Item for Year 4
Rare Unit Fee, per Component	LS835/18M	Fee for each component issued or shipped that meets the 'Rare' definition.	N/A	$654.89	$687.63	New Item for Year 4
CMV Negative, per Component	LS845/40M	Fee for each CMV negative component provided	N/A	$88.20	$92.61	New Item for Year 4
Irradiation Fee, per Component	LS850/73M	Fee for irradiation of a blood component	N/A	$110.25	$115.76	New Item for Year 4
Additional Wash, each	LS865/17M	Additional component wash performed, each	N/A	$416.75	$437.59	New Item for Year 4
Aliquot Preparation, each	LS870	Blood component aliquot preparation, each	N/A	$59.54	$62.52	New Item for Year 4
Aliquot Preparation and Syringe, each	LS875	Blood component aliquot preparation and syringe, each	N/A	$71.44	$75.01	New Item for Year 4
On-Call Fee	LS905	On-Call Fee. Apply to Patient Testing workup or Antigen negative request outside of regularly staffed business hours.	$200.00	$416.75	$437.59	

STAT Request	LS910	STAT Patient Workup. Urgency for Patient Testing workup or Antigen negative request (move to front of the line) requested by client.	$250.00	$297.68	$312.56	
ASAP Request	LS915	ASAP Patient Workup. Special Urgency for Patient Testing workup or Antigen negative request requested by client.	$200.00	$238.14	$250.05	
External TS/ ESP - Initial Setup Fee	LS925	Initial assessment fee charged to external Transfusion Services and Emergency Services Providers	N/A	$2,000.00	$2,100.00	New Item for Year 4
External TS/ESP Service Fee, monthly	LS926	Fee applied monthly to external Transfusion Services and Emergency Services Providers for administrative/regulatory services	N/A	$297.68	$312.56	New Item for Year 4
Sample/Material Handling Fee	LS930/50M	Fee for sample pick up or for delivery of consumables (i.e. armbands)	N/A	$119.07	$125.02	New Item for Year 4
STAT Delivery Fee	LS940/65M	Fee for STAT delivery of blood products.	N/A	$220.50	$231.53	New Item for Year 4
ASAP Delivery Fee	LS955/54M	Fee for ASAP delivery of blood products.	N/A	$110.25	$115.76	New Item for Year 4
External TS /ESP Stocking Fee, monthly	LS960	Fee applied monthly to external Transfusion Services and Emergency Services Providers with on-hold product inventory.	N/A	$595.35	$625.12	New Item for Year 4
Blood Bank Arm Bands, per Box	LS965	Fee for supply of Blood Bank arm bands, per box.	N/A	$35.72	$37.51	New Item for Year 4
Specimen Hold, each	LS970	Fee for holding/storing patient sample pending testing orders.	N/A	$47.63	$50.01	New Item for Year 4

Note: This item listing represents the most commonly ordered tests and services and is not exhaustive; additional tests and services may be available and will be charged appropriately when performed upon request. Vitalant reserves the right to discontinue existing tests or add new tests at any time.

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San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001016

Status

BOS Committee Process

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260075

Type of Filing

Original

Contractor Information

Contractor Name

Vitalant

Contractor Email

ARogers-Thompson@vitalant.org

Contractor Phone #

(406) 880-8482

International Address?

No

Contractor Address (US)

9305 E. Via de Ventura

Contractor City and State

Scottsdale - AZ

Contractor Zip Code

85258

Country

United States of America

Contract Information

Contract Amount

$28,249,000.00

Description of Amount of Contract

$28,249,000

Contract Description

Original contract amount: $9,990,000 Proposed Amendment #2 contract amount: $28,249,000 Pursuant to Contract No. 1000021126, DPH can purchase blood and blood products on an as-neeed basis. Blood and blood products are critical to DPH's operations and its ability to operate Zuckerberg San Francisco General Hospital, which is a Level 1 trauma center.

City Agency - Departmental Contact Information

Departmental Contact

Shuang Liu

Departmental Contact Phone #

+16286521604

Full Department Name

ADM - Office of the City Administrator

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	David	Green	
COO	Rob Van	Tuyle	
CFO	Maureen	Musselman	
Other Principal Officer	Bill	Gates	Chairperson, Board of Trustees
Other Principal Officer	Mary Beth	Bassett	Chief Quality Officer
Other Principal Officer	Anthony	Bobos	Chief Information & Digital Transformation Officer
Other Principal Officer	J. Manuel	Ocasio	Chief People Officer
Other Principal Officer	Bhavi	Shah	Chief Legal and Risk Officer
Other Principal Officer	Ralph	Vassallo	Chief Medical & Scientific Officer

City and County of San Francisco
Daniel Lurie, Mayor

Office of the City Administrator
Carmen Chu, City Administrator
Sailaja Kurella, Director
Office of Contract Administration/Purchasing

DATE: February 4, 2026

TO: Angela Calvillo, Clerk of the Board

FROM: Lorna Walker, Deputy Director of Office of Contract Administration ("OCA")

SUBJECT: Resolution to approve second amendment to Contract 1000021126 (TC60403) with Vitalant

---

Enclosed please find the proposed Resolution from the Office of Contract Administration ("OCA"), on behalf of the Department of Public Health ("DPH"), requesting that the Board of Supervisors authorize the second amendment to Contract 1000021126 with Vitalant for blood and blood products. The proposed amendment will increase the contract amount by Eighteen Million, Two Hundred Fifty-Nine Thousand dollars ($18,259,000), for a total not to-exceed ("NTE") amount of Twenty-Eight Million, Two Hundred Forty-Nine Thousand dollars ($28,249,000), and extend the term by five years through September 30, 2031.

Background

Contract 1000021126 was executed on October 1, 2021 pursuant to Administrative Code Section 21.5(d), setting forth an initial term ending September 30, 2024 and an NTE amount of $9,990,000. On October 1, 2024, OCA executed the First Amendment to extend the contract through September 30, 2026, without increasing the NTE amount.

Contract Overview

Pursuant to Contract No. 1000021126, DPH can purchase blood and blood products on an as-needed basis. Blood and blood products are critical supplies for DPH, as they are used in blood transfusions required in a wide range of treatments and procedures. In current medical practice, whole blood is rarely used, as it is typically separated into individual components to treat specific conditions more effectively. Red blood cells are used to treat anemia and blood loss, platelets help patients with clotting disorders or undergoing chemotherapy, and plasma contains proteins and clotting factors critical for patients with liver disease, burns or trauma. Collectively, blood and blood products play a vital role in emergency care, surgery, and chronic disease management.

Because Zuckerberg San Francisco General Hospital (ZSFGH) is a designated Level 1 trauma center, it is critical to have blood products readily available to meet the unexpected urgent need for blood products. Due to the limited shelf life of blood products, the immediate availability of blood products is essential to the hospital's operations.

Vitalant, located in Brisbane near San Francisco, is the only blood supplier located in sufficient geographical proximity to the hospital to guarantee emergent blood product shipments within one hour. This is necessary to support ZSFG's role as the City's only Level 1 trauma center and one of its busiest acute care hospitals.

Contract Amendment Pricing

At the outset of the amendment pricing negotiations, Vitalant proposed a tiered average price increase structure: 6% in Year 1, 5% in Year 2, 5% in Year 3, 4% in Year 4, and 4% in Year 5. In collaboration with DPH business stakeholders, OCA successfully negotiated a more favorable pricing structure: an average annual increase of 2.5% for Years 1 through 3, and 4% for Years 4 and 5. This revised pricing is projected to save approximately $1,037,000 over the five-year term.

Contract NTE Amount Calculations for SFGH

A. Original and Amendment 1 NTE Amount Calculations

Contract 1000021126 was executed on October 1, 2021, with an NTE amount of Nine Million, Ninety-nine Hundred Thousand dollars ($9,990,000) and an original initial term ending September 30, 2024, with the option to extend to September 30, 2026. On October 1, 2024, OCA executed Amendment 1 to extend the contract end date to September 30, 2026, without adding funds to the contract.

B. Amendment 2 NTE Amount Calculations

As of October 19, 2025, DPH encumbered an average of Two Hundred Fourteen Thousand, Three Hundred Seventy-Six dollars ($214,376) per month against Contract 1000021126. Based on average monthly encumbrances and the number of remaining months on this contract once extended to September 30, 2031, OCA estimates that Contract 1000021126's NTE amount must be increased to Twenty-Eight Million, Two Hundred Four-Nine Thousand dollars ($28,249,000) to ensure adequate funds through the revised contract end date of September 30, 2031.

Table 1 details the basis of this calculation.

Table 1: Amendment 2 NTE Amount Calculations for Contract 1000021126 as of October 19, 2025

Contract ID	1000021126
Contract Start Date	10/1/2021
Report Run Date	10/19/2025
Total Encumbered Funds as of Report Run Date	$9,327,908
Projected Avg Monthly Encumbrances in Year 5 (10/1/2025-9/30/2026)	$214,376
Number of Remaining Months in Year 5	11.5
Projected Avg Monthly Encumbrances in Year 6 (10/1/2026-9/30/2027)	$219,735
Projected Avg Monthly Encumbrances in Year 7 (10/1/2027-9/30/2028)	$225,228
Projected Avg Monthly Encumbrances in Year 8 (10/1/2028-9/30/2029)	$230,859
Projected Avg Monthly Encumbrances in Year 9 (10/1/2029-9/30/2030)	$240,093
Projected Avg Monthly Encumbrances in Year 10 (10/1/2030-9/30/2031)	$249,697

Additional Funds Needed (Before Adjustments)	$16,452,644
Less Available Contract Balance in PS	$662,092
Plus Contingency (15%)	$2,467,897
Total Additional Funds Needed through Contract End Date (After Adjustments)	$18,258,448
Current Executed Contract NTE	$9,990,000
Proposed Revised Executed Contract NTE	**$28,248,448**
Proposed Revised Executed Contract NTE (Rounded to nearest thousand)	**$28,249,000**

Recommendation

Blood and blood products purchased through Contract 1000021126 with Vitalant are critical to DPH's operations and its ability to operate ZSFGH, which is a Level 1 trauma center. ZSFGH treats the most critically injured patients, where rapid blood transfusion can mean the difference between life and death. Blood and blood products are essential to save the lives of patients from severe injuries, massive blood loss, or complex surgical emergencies. A timely approval of this resolution will allow ZSFGH to provide continuous, comprehensive, and lifesaving care.

If you have any questions or require additional information, please contact Shuang Liu at (628) 652-1604.

Enclosures:

1. Contract 1000021126 Initial Contract
2. Contract 1000021126 First Amendment
3. Contract 1000021126 Proposed Second Amendment
4. Contract 1000021126 Second Amendment Resolution
5. Contract 1000021126 Form 126(f)4