American Red Cross

Your partner in patient care

CONTRATO NUM. 2013-000079
SEGURO SOCIAL PATRONAL: 251-69-1821
AMERICAN RED CROSS BLOOD SERVICES
CUENTAS: 1241019295
JAVIER E. MALAVE ROSARIO

CENTRO CARDIOVASCULAR DE P.R. Y EL CARIBE - CCPR - DE
Contrato Número
2013-000079

AMERICAN RED CROSS AGREEMENT

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CENTRO CARDIOVASCULAR DE PUERTO RICO Y EL CARIBE

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AGREEMENT

Control Número
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AMERICAN RED CROSS BLOOD SERVICES AGREEMENT

The American National Red Cross through its Blood Services Regions is committed to providing the blood products ("**Blood**") and related services ("**Services**") as set forth in Attachment A to patients in need of such Blood and Services.

It is the understanding of the American National Red Cross that *Centro Cardiovascular de Puerto Rico y el Caribe* ("**Customer**") would like The American National Red Cross, Puerto Rico Region ("**ARC**") to provide Blood and Services as described in this agreement and its attachments ("**Agreement**") in order to further a common goal of most efficiently serving the needs of patients who require Blood and Services.

In consideration of the mutual covenants and undertakings contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, ARC and the Customer (the "**Parties**"), intending to be legally bound, agree as follows:

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1.0 Blood Products and Services

1.1 ARC will use reasonable efforts to supply Customer, and Customer will purchase, the Blood and Services as set forth in Attachment A. If ARC modifies or discontinues a Blood product or Service, ARC will provide Customer with ninety (90) days' prior written notice, which will automatically modify Attachment A accordingly.

1.2 Customer will promptly inspect the Blood upon receipt and report any actual or suspected damage, irregularity, testing or labeling error. Customer will also promptly report Blood lost due to shipping error. Acceptable reasons for Blood returns are set forth in Attachment B.

1.3 Customer will own, control and be responsible for the Blood upon receipt. However, ARC may retrieve any Blood based upon (a) a need for the Blood due to emergency situations, or (b) a determination that the Blood may not be suitable for transfusion.

1.4 If the Customer uses the Blood in a fashion that creates a need for human subject research protections, Customer will ensure such protections are provided, including without limitation, human subject informed consent.

1.5 Customer will keep complete and accurate records, as required by the Regulations (as defined in Article 2.0), of patients supplied with Blood (product names, lot identifications and quantities), any therapeutic adverse effects and complaints and other Blood-related information.

2.0 Regulations

2.0 The Parties will comply with applicable laws and industry standards, including without limitation, requirements, regulations, standards, recommendations, specifications, guidelines and directives of the Food and Drug Administration ("**FDA**") and ARC; standards of the Joint Commission and AABB; U.S. economic sanctions; anti-terrorism and anti-money laundering laws; the USA PATRIOT Act; laws administered by the U.S. Treasury Department's Office of Foreign Assets Control; and Executive Order 13224 ("**Regulations**").

2.1. The American Red Cross tests for bacterial contamination in apheresis platelets (SDP)

and platelets, pooled, leukocyte reduced (PSP). Testing is conducted utilizing an FDA approved bacterial culturing method. The Red Cross reserves the right to conduct tests using an alternative FDA approved detection system in the future. The Red Cross does not test for bacterial contamination in random donor platelets (RDP).

3.0 Notifications

3.1 ARC will promptly notify Customer when information indicates that Blood may deleteriously affect a transfusion recipient; provided, however, that ARC will not reveal the identity of any Blood donor.

3.2 Upon discovery, Customer will report possible transfusion-transmitted infections or other serious complications associated with transfusion which may have resulted from Blood ("**Adverse Event**"). Customer will cooperate with ARC's investigation of any Adverse Event and supply information concerning the recipient of the Blood to ARC, upon forms provided by ARC.

3.3 With respect to ARC-manufactured Blood, ARC will provide the following notifications to the Customer: (a) within three calendar days if Blood collected from a donor who tested negative at the time of donation but tests reactive for evidence of HIV or HCV infection on a later donation or who is determined to be at increased risk for transmitting HIV or HCV infection; (b) within forty-five (45) days of the test, of the results of the supplemental (additional, more specific) test for HIV or HCV, as relevant, or other follow-up testing required by the FDA; and (c) as set forth in 21 C.F.R 610.48(b)(3). Under no circumstances will ARC ever reveal the identity of the Blood donor.

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4.0 Term and Termination

4.1 This Agreement will begin on July 1, 2012 ("**Effective Date**") and continue for twelve (12) months ("**Term**") unless terminated as described herein. The Term will automatically renew for successive twelve (12) month periods unless a Party provides written notice of termination at least thirty (30) days before the expiration of the initial Term or any successive Term. ARC may amend the Fees (as defined in Section 5.1) during the initial and successive Terms as provided in this Agreement.

4.2 A Party may unilaterally terminate this Agreement: (a) if the other Party fails to fulfill any one or more of its obligations under this Agreement ("**Breach**") and the Breach continues for a period of thirty (30) days after the non-breaching Party sends written notice of the Breach, (b) if any of the Regulations are amended in a way that precludes a Party from performing its obligations under this Agreement, effective upon the effective date of the amended Regulation; or (c) if a Party ceases to operate or otherwise function as a business.

4.3 Unless otherwise provided in this Agreement, the following provisions will survive termination or expiration of this Agreement: Sections 1.2, 1.3, 1.5, 3.2, 4.3, and 7.1 through 7.5, 7.11 and Articles 5.0 and 6.0.

5.0 Fees and Payment

5.1 Customer will pay ARC the amount for the Blood and Services as set forth in Attachment A (each amount, a "**Fee**"), minus any discounts (as applicable), subject to adjustments described

in this Article and Attachment A.

5.2 This Agreement is subject to compliance by the Parties with: (a) all recommendations from, or requirements mandated by, any state or federal agency, and (b) requirements of applicable accreditation agencies. Customer is responsible for the incremental costs of such recommendations and requirements, so long as ARC provides Customer with sixty (60) days' prior, written notice of such incremental costs.

5.3 In addition to its rights in Section 5.2 and Attachment A, ARC may amend any of the Fees in the aggregate by providing the Customer with an initial notice of estimated Fee increases at least ninety (90) days prior to the end of the Term and successive Terms, with final Fee increases provided in writing before the end of the Term and successive Terms. The Fee increases described in this Section 5.3 are effective on the first day of each successive Term.

5.4 ARC will issue periodic invoices for Blood and Services provided to Customer. Except to the extent that Attachment A may provide otherwise, Customer will pay ARC in immediately available funds within thirty (30) days after the date of the invoice. Customer will pay a late fee on all amounts outstanding in excess of thirty (30) days following the date of invoice at an annual average rate of eighteen percent (18%), computed at one and one half percent (1.5%) per month, or, the maximum percentage established by the governing law referenced in Section 7.3, whichever is lower. Customer's eligibility for discounts is in ARC's sole discretion. Customer will provide information on all discounts or rebates, as applicable, to government health care programs and other entities in accordance with the Regulations.

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6.0 Exclusion of Liability

6.1 CUSTOMER ACKNOWLEDGES THAT RESULTS OF TESTS PERFORMED BY ARC ARE NOT GUARANTEED. THE ELIMINATION OF SOME ERRORS IS NOT POSSIBLE DUE TO THE NATURE OF THE TESTS. ARC DOES NOT GUARANTEE OR WARRANT THE BLOOD OR SERVICES. ARC IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF THE BLOOD OR SERVICES, UNLESS AND ONLY TO THE EXTENT CAUSED BY ARC'S NEGLIGENCE OR MISCONDUCT.

6.2 Notwithstanding anything herein to the contrary, neither Party is liable to the other for any breach, loss or damage of any kind arising out of delay or failure to perform any obligation in this Agreement if such delay or failure occurs for reasons beyond that Party's control, including without limitation, delay or failure caused by: unavailability, failure or shortage of power or supplies; fire, flood, storm or abnormally inclement weather; act of God; act of war, terrorism, strike, work stoppage, other labor unrest, or riot; act or omission of the government (including FDA withdrawal and recall recommendations); inadequate voluntary donations of Blood or unavailability of the Blood; an act or omission in the process of manufacture, production or supply under the control of third parties; or any other emergency.

7.0 General Provisions

7.1 Confidentiality: Neither Party will disclose to any third party any provision in this Agreement unless: (a) required by law, in which case, the disclosing Party will provide prompt advance notice of disclosure so the other Party may seek a protective order or other remedy; (b) required by an accreditation or regulatory agency during an inspection, in which case, the

disclosing Party will protect the disclosures through the use of a comprehensive nondisclosure agreement, or (c) such disclosure is to the disclosing Party's legal or financial advisor(s), in which case, the disclosing Party will protect the disclosures through the use of a comprehensive nondisclosure agreement.

7.2 Name and Marks: No Party will use the name, logo or marks of the other without prior written authorization, provided, however, that the Parties may disclose the relationship created by this Agreement.

7.3 Governing Law: This Agreement is governed by the laws of the State of ARC's place of business as set forth in the signature block without giving effect to such State's choice or conflict of law rules or principles.

7.4 Notices: The Parties will provide the notices required by this Agreement by certified or registered first-class mail, return receipt requested, or, by a recognized overnight courier service that provides proof of delivery, to the names and addresses in the signature block. A Party may change its notice address by providing the other Party with prior written notice of the change of address.

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7.5 Interpretation: All references to 'days' in this Agreement are to calendar and not business days. If there is a conflict between this Agreement and any unreferenced attachment, order, request for proposal, proposal, invoice or verbal agreement, the terms of this Agreement govern. The descriptive headings contained in this Agreement are included for convenience of reference only and do not affect the meaning or interpretation of this Agreement. This Agreement, which includes its preamble and attachments, is the entire understanding of the Parties for the supply of Blood and Services, and replaces all prior agreements and undertakings between the Parties for the supply of Blood and Services. No single remedy in this Agreement is exclusive of any other remedy in the Agreement. In addition, the rights and remedies in this Agreement are not exclusive and are in addition to any other rights and remedies provided by the Regulations.

7.6 Modification, Assignment and Subcontracting: Unless otherwise provided in this Agreement, this Agreement will not be modified, assigned or subcontracted unless the Parties agree in writing.

7.7 Waiver: No waiver of any default of, or failure to enforce, any provision in this Agreement will: (a) be deemed a waiver of any other default or right to enforce any other provision, or (b) affect the right of a Party to require prompt performance of the defaulted or unenforced provision at any future time, or (c) be deemed a waiver of the same provision on any other occasion.

7.8 Severability: If any provision in this Agreement is unenforceable and removed, the remaining provisions will remain in full force and effect. If applicable, the Parties will negotiate an enforceable provision that is similar to the removed provision.

7.9 Cost Accounting: To the extent required by law, for four (4) years after the provision of Blood and Services, ARC will make available to the Secretary of Health and Human Services, the Comptroller General, or their designees ("**Requesting Authority**"), upon written request by the Requesting Authority, a copy of this Agreement and documentation related to this

Agreement to certify the nature and extent of costs associated with rendering the Blood and Services. If ARC provides any of the Blood or Services through a subcontract with a related organization (as defined in 42 CFR 420.301) valued at $10,000 or more over a twelve (12) month period ("**Subcontract**"), then the Subcontract will contain a clause duplicate to that set forth in this Section, applicable to ARC and the related organization.

7.10 Relationship of the Parties: Each of the Parties will participate in this Agreement as an independent contractor. This Agreement does not create any association, agency, partnership, employment relationship or joint venture between the Parties.

7.11 Disputes: The Parties will resolve disputes arising out of this Agreement, other than breaches of Sections 7.1 and 7.2, through arbitration by a panel of three arbitrators in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration. The place of arbitration is the city of ARC's place of business as set forth in the signature block. The decision of the arbitrators will be final and binding and judgment upon the arbitrators' award may be entered by any court of competent jurisdiction.

Authorized representatives of the Parties have executed and delivered this Agreement as of the Effective Date.

THE AMERICAN NATIONAL RED CROSS, PUERTO RICO REGION

Signature: _____

Name: Antonio de Vera

Title: CEO

Address: PO Box 366046 San Juan PR 00936-6046

CENTRO CARDIOVASCULAR DE PUERTO RICO Y EL CARIBE

Signature: _____

Name: Javier E. Malavé Rosario

Title: Executive Director

Address: PO Box 366528 San Juan PR 00936-6528

CENTRO CARDIOVASCULAR DE P.R. Y EL CARIBE - CCPRC
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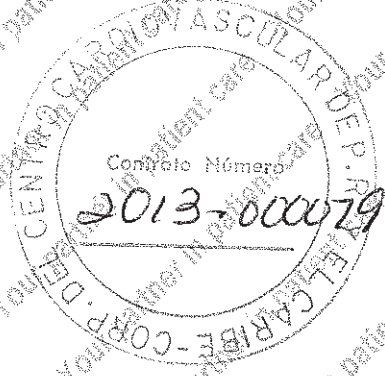
ATTACHMENT A



Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

CENTRO CARDIOVASCULAR DE P.R. Y EL CARIBE - CORP. DE
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Vision

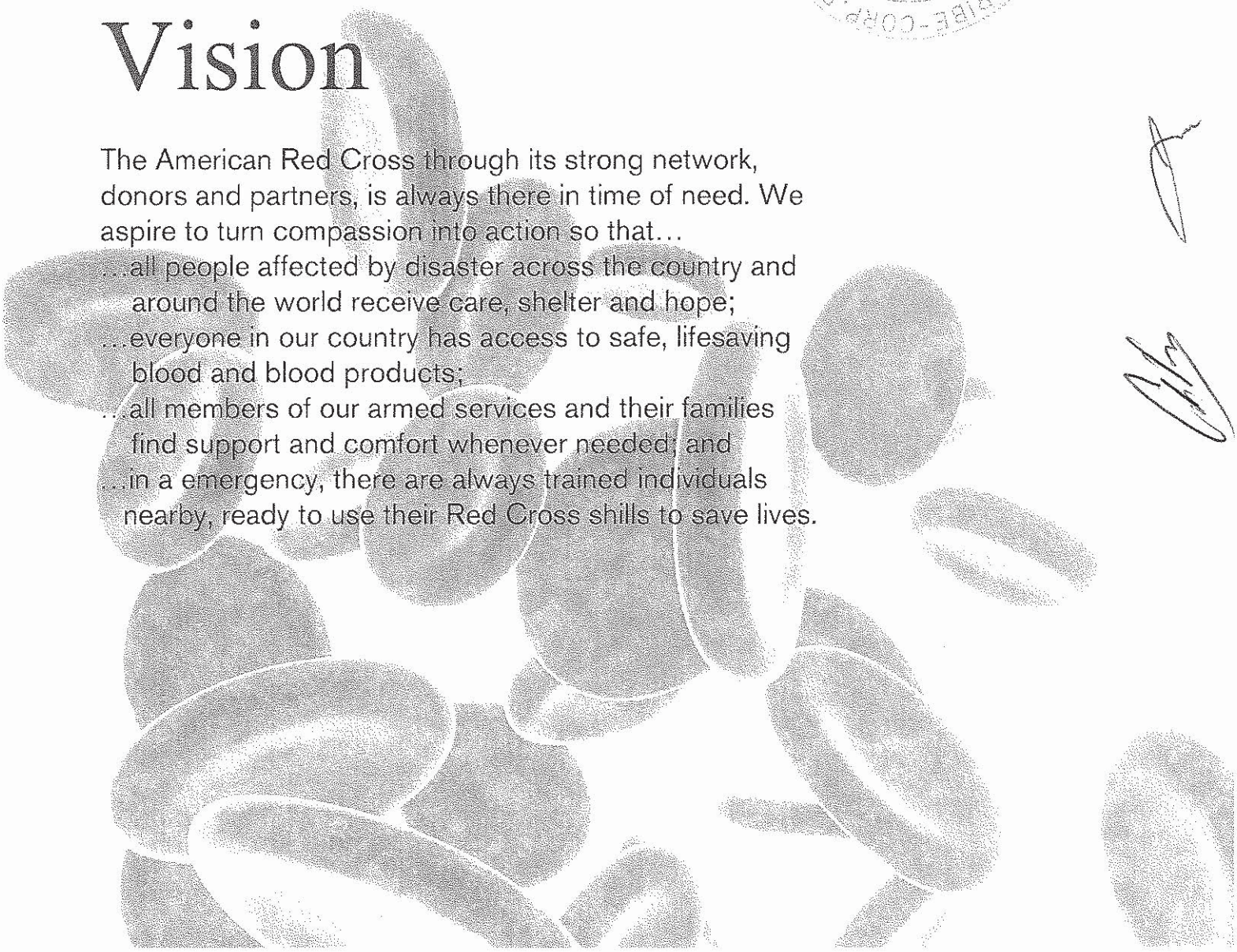
The American Red Cross through its strong network, donors and partners, is always there in time of need. We aspire to turn compassion into action so that…

…all people affected by disaster across the country and around the world receive care, shelter and hope;

…everyone in our country has access to safe, lifesaving blood and blood products;

…all members of our armed services and their families find support and comfort whenever needed; and

…in a emergency, there are always trained individuals nearby, ready to use their Red Cross shills to save lives.



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Product	Annual Quantity To Be Purchased by Customer During The Term	Quarterly Quantities	Contract Price	List Price
Prestorage Leukocyte- Reduced Red Blood Cells	6,718	1,680	$173.23	$475 (plus $55 to O- pos or $115 to O- neg)
Red Blood Cells (Standing order, as available)	N/A	N/A	$157.94	$460 (plus $55 to O- pos or $115 to O- neg)
Platelet Pheresis	1,302	326	$516.50	$895.00
Plasma Frozen within 24 hours of collection	845	211	$65.00	$90.00 Plus $26 surcharge for AB type
Fresh Frozen Plasma	0	0	$65.00	$102 Plus $26 surcharge for AB type
Cryoprecipitate	242	61	$43.00	$100.00

PURCHASE COMMITMENT:
The Fees are based on volume commitments provided by Customer, and as such, the Fees are dependent on Customer's purchase of the Quarterly Quantities. At the end of each three (3) month period of the Term ("Quarter"), ARC may evaluate the quantities of the Blood purchased by Customer during the prior Quarter. If Customer's purchase of Blood dropped more than 5% below the Quarterly Quantities, the Parties will meet to determine the Customer's future Blood commitments. In addition, ARC may adjust the Quarterly Quantities and increase the Fees (effective on the first day of the next Quarter) accordingly and providing Customer a written notification prior to its effectiveness.

DISCOUNT:
Early Payment Discount. Subject to Section 5.4 of the Agreement, Customer shall be entitled to a one and one-half percent (1 1/2 %) discount on purchases if Customer pays the invoices for such purchases within thirty (30) days from the date of such invoices. Invoices will otherwise become due within thirty (30) days from the date of an invoice.

CASH ON DELIVERY STATUS:
If the Customer's account is more than thirty (30) days past due, then ARC may place the Customer in a "Cash on Delivery" status after written notice to the Customer ("**COD Status**"). The COD notification letter will include, without limitation, the effective date of the COD Status. The terms of the COD Status, as established in the COD notification letter, will automatically modify this Agreement and become incorporated herein by reference. In addition, ARC may modify the payment terms set forth in this Agreement, including without limitation, the Fees and discount provisions, upon written notice to the Customer.

ABO SURCHARGE
ARC, at its sole discretion, may implement a $ 50.00 surcharge on customer's purchases of type O (Rh positive and negative) leukoreduced red cell units (each a "**unit**") when total purchases of "type O" units exceed 62% of the total ABO mix purchased or; type O negative exceeds 11% threshold. Distributions by group will be monitored quarterly. ARC will review the Customer's account quarterly to determine whether the Customer will incur an O Surcharge. Surcharges will be reflected on the next customer invoice. ARC expressly reserves the right to implement the O Surcharge throughout the initial and any renewal Term of this Agreement.

ADDITIONAL SERVICE AGREEMENTS
One daily delivery free of charge (Monday thru Friday 8am-5pm); not cumulative.

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Cruz Roja Americana
Servicios de Sangre Región
de Puerto Rico

Other Blood Products & Services

Special or Modified Red Blood Cell Products

Red Blood Cells, Lkrd, Deglycerolized.....Price of LRRBC + 340.00
Red Blood Cells, Lkrd, Frozen.....Price of LRRBC + $240.00
Red Blood Cells, Lkrd, Washed (24 hr. expiration).....Price of LRRBC + $200.00
Short Dated Prestorage Leukocyte- Reduced Red Blood Cells.....$165.00
(Based on availability, 4-7 days shelf life remaining, nonreturnable)
IgA Deficient Component.....Price of Component + $250.00

Whole Blood Products

Whole Blood.....Price of LRRBC + $40

Granulocytes.....$2, 500.00 (List price $3,125.00)

Plasma Products

Fresh Frozen Plasma - Single Donor by Apheresis (Jumbo).....As Negotiated or List Price
Plasma, Cryoprecipitate-Reduced "Cryo Poor".....As Negociated or List Price

[1]Therapeutic Apheresis (Per Procedure)

The Red Cross provides clinical services such as Plasmapheresis, Leukoapheresis, erithropheresis and other therapeutic procedures. For additional information, contact our Regional Account Director at 787-763-5904.

[1] A special agreement must be signed to provide these services. It must be coordinated with the ARC Medical Director. Call 787-759-7979 OR 787-763-5904 for additional information.

Other Blood Products & Services-(cont.)

Molecular testing, HLA testing and other specialized tests

Autologous Unit Service Surcharge	$ 115.00
CMV Negative Surcharge (86644)	$ 45.00
Directed Unit Service Surcharge	$ 115.00
Transfer set for Pedipacks (4) Surcharge	$ 40.00
HLA Match Surcharge (66117)	$215.00
Import Service Charge (66125)	$372.00
Irradiation Surcharge	$ 45.00
Transfusion Reaction Investigation	$125.00
AB Plasma Surcharge	$ 26.00
AB Cryo Poor Plasma Surchage	$ 26.00
Historic antigen negative per antigen (AGS0)	$80.00
IgA testing (Ref40	$350.00
Platelet Antibody per test (86022)	$35.00
Hemoglobin S, Per test (85660)	$75.00
Platelet Component Crossmatch (PLTX)	$240.00
HPA-1A Neg/PLA-1 Negative Platelet	$265.00
Monocyte Monolayer Assay (Ref44)	$1,500.00
Antibody Identification, Leukocyte Antibodies(SR86021)	$468.00
Platelet AG Typing Serology (PLT03)	$302.00
Molecular; Isolation/extraction (SR83890)	$55.00
Molecular; Enzymatic Digestion (SR83892)	$55.00
Molecular; Separation by Electrophoresis (SR83894)	$55.00
Molecular; RNA Stabilization (SR83913)	$168.00

The ARC system offers specialized serology, platelet serology, molecular testing and comprehensive HLA testing. For test details and price call local reference lab or visit: www.redcrosslab.org.

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Reference Laboratory Testing Services

ARC is not responsible for any incorrect test results, loss or damage arising from the Customer collecting or otherwise supplying a blood sample in a tube or other container if the tube or container is not approved by the FDA for blood banking, or, if the Customer does not follow the package inserts for the tube or container. Customer will indemnify and hold ARC harmless for any loss arising from Customer's use of inappropriate tubes in collection and/or supply to ARC of blood samples.

Customer understands and agrees that depending on the complexity of the patient's blood sample, the time involved for testing resolution may range from several hours to several days.

Depending on testing capacity and available staffing during Normal Business Hours, ARC may transfer patient blood samples to another ARC reference laboratory within the Red Cross system, or to the American Red Cross National Reference Laboratory for the performance of routine testing.

The tests listed in this agreement are the most common procedures performed by the local laboratory. High complexity cases may require specialized testing not listed in this agreement.

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Reference Laboratory Testing Services (Cont.)

CPT Code or Equivalent	Description of Tests	Fees	Non- Contract Fees
86880	DAT	$ 23.00	$50.00
86900	ABO type	$ 25.00	$80.00
86905	Patient Phenotype, other than ABO and D (each antigen)	$ 28.00	$60.00
86850	Antibody screening	$ 39.00	$100.00
86901	Rh type	$ 20.00	$60.00
86920	Immediate xmt	$ 44.00	$176.00
86922	AGT crossmatch	$ 62.00	$216.00
86886	Indirect titer	$ 60.00	$240.00
86970	Pre-Rx RBCs w/chemicals/drugs/per cell	$ 45.00	$120.00
86860	Antibody elution	$ 75.00	$200.00
86906	C,C,E,e phenotype	$ 31.75	$127.00
86972	Separation by density gradient, retics	$ 90.00	$360.00
86971	Pretreatment with enzymes	$ 26.00	$104.00
AGS1	Red cell antigen negative, 1 antigen per unit	$80.00	$280.00
86903	Antigen type, per unit, not labeled	$ 30.00	$120.00
86978	Differential adsorption, each ads	$ 65.00	$172.00
86870	Antibody Identification, each panel	$ 62.00	$200.00
86977	Inhibition of serum	$ 32.00	$128.00
86885	AB ID/each selected reagent cell	$10.00	$20.00
86976	Dilution of serum per aliquot, testing charged separately	$11.00	$44.00
86156	Cold agglutinin screen	$25.00	$100.00
86157	Cold agglutinin titer	$60.00	$240.00
SCR1	AG screening specific order 1-10	$59.00	$177.00
REF 31	Call in Fee	$200.00	$400.00
REF32	IRL Sample Urgent	$150.00	$300.00
REF12	Miscellaneous adsorptions, per ads	$30.00	$120.00

Customer Arranged Pick-up .....

Hospital arranged pick-up of blood by product courier or commercial courier of choice.

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American Red Cross
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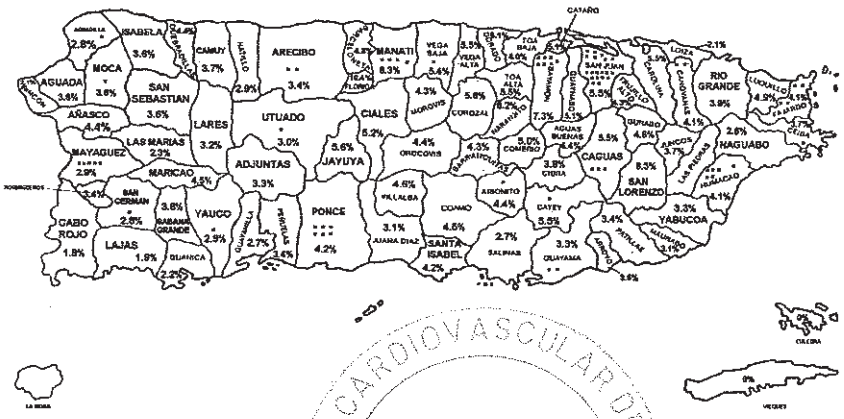
Delivery Options/Costs

ARC Route Delivery

A scheduled ARC-established route delivery by either an ARC or a commercial courier.

Delivery fees are based on actual courier costs and will therefore vary among ARC customers as follows. St. Thomas and St. Croix fees will vary depending on flight arrangements. Specific information can be requested when placing the order.

The fees below are from 8:00 am to 7:00 pm. For other types of delivery: Call for Pricing



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ARC	Fess (Per Shipment)
Área Metropolitana	$19.50
Aibonito	$52.00
Aguadilla	$65.00
Arecibo	$52.00
Arroyo	$52.00
Bayamón	$26.00
Caguas	$32.50
Castañer	$52.00
Cayey	$45.50
Carolina	$39.00
Fajardo	$52.00
Guayama	$52.00
Humacao	$45.50
Lares	$52.00
Mayagüez	$71.50
Manatí	$39.00
Moca	$65.00
Ponce	$52.00
San Germán	$65.00
Vega Baja	$39.00
Yauco	$58.50

American Red Cross
Puerto Rico
Blood Services Region

ATTACHMENT B

ATTACHMENT B
RETURN AND CREDIT PROGRAM

Subject to the terms and conditions of this Attachment B, the Customer may receive full or partial credit for Blood provided to the Customer by ARC under the limited circumstances set forth as follows:

A. Blood Suitable for Transfusion:

1. Unless listed in Sections A.2 and A.3 or otherwise authorized by ARC, Customer may return certain Blood products to ARC for full or partial credit so long as, in ARC's discretion, such Blood products meet ARC's reissue criteria. The reissue criteria include, without limitation, positive answers to all of the following questions ("**Reissue Criteria**"):

a. Is the Blood product indated?

b. Does the Blood product have three or more segments?

c. Has the Blood product been maintained continuously within the required temperatures?

d. Is the Blood product normal in appearance?

e. Is the Blood unit container intact?

f. Is the Blood product unmodified?

g. Does the Blood product meet all Customer quality requirements?

Payment for Shipping Returns. Customer shall be required to pay all shipping expenses associated with the return of Blood that is suitable for transfusion.

2. Customer may **not return** any of the following Blood products:

a. Outdated Blood products.

b. Frozen Blood products.

c. Non-ARC Blood products.

d. A or AB Red Cells

e. Red Cells with less than 13 days

f. Autologous units

g. Deglycerolized or frozen Red Blood Cells

h. Non Leukoreduced Red Blood Cells

i. Blood components that has been entered (opened) or any product, which has been modified in any way.

3. In addition, **a Customer may not routinely return any plasma or platelet products that are suitable for transfusion**. The Red Cross may accept returns of plasma or platelets in exceptional circumstances at the sole discretion of the Red Cross, subject to ARC's Reissue Criteria.

B. Damaged Blood: If Blood arrives to the Customer: (1) in a damaged condition, or (2) in a condition rendering the Blood unsuitable for transfusion, then Customer should discard the Blood upon ARC's request, for full or partial credit, as set forth in Section D of this Attachment B. ARC shall maintain responsibility for any shipping costs associated with such returns. *Customer should contact ARC to communicate any shipping discrepancy or non conforming product as soon as they perform the shipping verification and inspection of contents.* Inspection of contents must occur either within same shift in which products were received or as soon as possible. Any Customer Concerns / Complaints related to products and upon inspecting goods shall be notified to Hospital Services / Manufacture. ARC may not authorize credit for product complaints notified several days after receipt, except for frozen products or other circumstances which may apply and should be evaluated individually.*

C. Regulatory Recall: If the FDA or another regulatory agency requires ARC to recall Blood, Customer shall discard the Blood unless ARC instructs otherwise.

D. Reporting and Documentation of Returns. Before returning Blood to ARC for any reason, Customer shall first contact **Hospital Services Department at 787-759-7979** to receive authorization. All shipments of returned Blood must be accompanied by a completed Return Authorization Form provided by ARC ("**Return Authorization Form**"). The individual completing the Return Form certifies, as applicable, that: (1) the returned Blood has not been out of control of the Customer's blood bank, and (2) the Blood has been continuously stored at the appropriate temperature in accordance with the Code of Federal Regulations. Failure to receive authorization for each unit of returned Blood will result in refusal to credit Customer for the return of such Blood. *Customer must follow new version of Product Return and Transfer Procedures sent to all Hospitals implemented on March 1, 2004 and updated (05/06).*

2013-000079

E. Amount of Credit for Discards or Returns. Under no circumstances shall ARC refund Customer an amount exceeding the original Fee paid by Customer to ARC. In the event ARC charges the Customer restocking or shipping fees for Blood that is returned pursuant to Section A of this Attachment B, such charges shall be deducted from the credit owed by ARC to the Customer.

F. Temperature Monitoring Devices. Under no circumstances shall ARC provide credit to Customer for the return of any Blood (suitable for transfusion) if a temperature monitoring device has been affixed to the Blood. Such devices must be removed by Customer before returning the Blood to ARC. ARC shall not be liable for Blood that is damaged by Customer during the removal of a temperature monitoring device.

G. Compliance. Customer shall comply with the requirements of the Code of Federal Regulations as related to the storage of Blood.

H. Credit for Shipping Discrepancies. If the Customer receives an extra Blood unit or units in a shipment from ARC (as indicated by a discrepancy between the packing slip and the actual number of units in the shipment), the Customer may retain the additional unit or units at no charge, and in addition, ARC will provide the Customer with a credit equal to the value of the same Blood product, **so long as** Customer immediately notifies ARC of the shipping discrepancy.

I. Restocking Fee. ARC shall charge Customer a restocking fee of $90 for each Blood unit returned to ARC that is suitable for transfusion.

J. Units transferred between hospitals: ARC is neither responsible nor liable for any blood product been transferred between hospitals. The ARC will not delete the charges to the hospital from which the blood product was originally distributed. Payment aspects related to the transferred products must be agreed between the involved parties. The transferring hospital should forward the completed Transfer Notification Form to their ARC distribution site.

Management of Credit Requests

"Credit Request Form Version 06.18.2009 should be completed by consignee when requesting credit for products not physically returned in accordance with your contract. *This form is NOT to be used to report defective products*. Those issues must continue to be called into the Hospital Services/Distribution at 787-759-7979.

ARC will provide credit for issues related to:

1. Broken plasmas - ARC will provide credit for broken plasmas when reported within **60 days** from distribution to your facility. ARC understands that many times it is difficult to detect the broken product at the time of arrival and it is usually detected when the product is thawed. However, the inappropriate storage of this fragile component by the consignee may be the cause of an excess amount of broken products. **If broken plasmas are detected upon arrival, please call immediately to report.**
2. Units with short expiration date sent in an agreement to consignee and expired on consignee's shelf (this agreement for credit shall be discussed with a supervisor prior to shipment of unit) - ARC will provide credit when reported within **5 days** of issue occurrence.
3. Units discarded by consignee due to Recall/Market Withdrawal notified by the ARC facility – ARC will provide credit automatically and fill out the form through the department at the time of notification.

Please follow the guidelines included to request credit:

- **Discard the product in you facility.** Complete the ARC Credit Request Form Version 06.18.2009 when requesting credit for products not physically returned. Fax this request to Hospital Service Department with a copy of the document that indicates the destruction of the product to Hospital Services/distribution Department. The document must be your official record/log of destruction and must indicate the reason for disposal.
- **Do not complete a Return Transfer form because no product is being returned.** You are just claiming a credit for a product. After fax is received, our Hospital Services staff will process the claim with the Finance Department and you should see the credit applied on your next invoice.
- **ARC staff will track broken claims for each hospital.** If we noticed a high incidence of broken products for a particular hospital when compared to other customers, we may initiate an investigation with the hospital staff and may request those customers to submit all the broken products back to the ARC for additional investigation and actions.

- **If a blood component is determined to be DAT positive,** DO NOT RETURN or transfer **the unit to another facility.**

- **Discard the unit at your facility. Maintain a record of the positive DAT test results, as well as the product disposal.**

- **Complete a** Credit Request Form. Mark "other" and record "positive DAT" under "Reason for Credit Request" on the Form. This form is NOT to be used

to report defective products. Defective/non conforming products must continue to be called into the ARC immediately upon identification.

- Fax the completed Credit Request Form along with evidence of the positive DAT test result and evidence of the disposal to 787-759-8209. Retain a copy for your records.
- Credit Request Forms will be accepted within 30 days of the facility detecting a positive DAT. No credit will be given to the facility after 30 days.
- If additional Credit Request Forms are needed, contact the ARC's Hospital Services Department at 787-759-7979.
- Credit will be issued for DAT positive red cell products reported according to these steps. Expect to see credit on your statement within 2 billing cycles of submission of the completed Credit Request Form.

Estado Libre Asociado de Puerto Rico
Commonwealth of Puerto Rico
OFICINA DEL CONTRALOR
Office of the Comptroller
San Juan, Puerto Rico

21912013-000079142034

CERTIFICACION
CERTIFICATION

SOBRE OTORGAMIENTO DE CONTRATO, ESCRITURA O DOCUMENTO RELACIONADO
REGARDING THE EXECUTION OF CONTRACTS, DEEDS AND OTHER RELATED DOCUMENT

[1] Código de Entidad 2191
Entity Code

[2] Número de Contrato 2013-000079
Contract Number

[3] Fecha de Otorgamiento (dd/mm/aa) 01/07/12
Date of execution (dd/mm/yy)

[4] Cuantía Total $ 2,100,000.00
Total amount

[5] Cuentas 1241019295
Accounts

[6] Código del Tipo de Contrato 21 - SERVICIOS RELACIONADOS CON LA SALUD
Contract Type Code

[7] Exento 0 No Exento
Exempt

[8] Orden (Aprobación o dispensa de algún organismo del Gobierno) _
Authorization or waiver from another government entity

[9] Vigencia desde (dd/mm/aa) 01/07/12 hasta (dd/mm/aa) 30/06/13
Effective date from (dd/mm/yy) to (dd/mm/yy)

[10] Seguro Social Personal o Patronal 251-69-1821
Social Security Number

[11] Contratista(s) AMERICAN RED CROSS BLOOD SERVICES
(Contractor)

[12] Representante(s)de la(s) Entidad(es) Gubernamental(es) JAVIER E. MALAVE ROSARIO
(Government Representative(s)

La presente certificación es en cumplimiento con Carta Circular promulgada por el Contralor de Puerto Rico.Esta no debe ser remitida a la Oficina del Contralor y debe archivarse en el expediente del Contrato.
(This certification is in compliance with the instructions issued by the Comptroller of Puerto Rico. This document should not be remitted to the Office of the Comptroller, and must be filed with the contract).
El suscribiente certifica haber otorgado hoy el contrato descrito en este documento y está de acuerdo con la información provista.
The undersigned, certifies that the contract described in this document was executed on this date and agrees with the above information.

[13] En (ciudad) SAN JUAN , Puerto Rico, hoy (dd/mm/aa) 01/07/12
In (city) , Puerto Rico, today (dd/mm/yy)

[14] Firma Funcionario G ubernamental:
Signature of the Government Officer:

Firma (Signature)

JAVIER E. MALAVE ROSARIO
Letra de molde (print)

*Ver instrucciones al dorso (*See instructions on the reverse side of this form)
INSTRUCCIONES GENERALES PARA COMPLETAR LA INFORMACION