

FIRST AMENDMENT TO THE MASTER AGREEMENT

This First Amendment is executed as of the _____ of _____, 2024 (the "First Amendment Effective Date") by and between the undersigned County of San Mateo ("**Customer**") and Haemonetics Corporation with a usual place of business at 125 Summer Street, Boston, MA 02110 ("**Haemonetics**").

WHEREAS, Haemonetics and Customer entered into an Agreement for blood bank information system services on October 18, 2016 for the term of September 1, 2016 through August 31, 2021, in an amount not to exceed \$250,000 (the "Agreement"); and

WHEREAS, the parties amended the Agreement on July 17, 2017, including additional services and increasing the maximum amount by \$25,000 to an amount not to exceed \$275,000; and

WHEREAS, the parties amended the Agreement on May 17, 2021, extending the term through March 31, 2025; and

WHEREAS, the parties now wish to amend the Agreement to include EPIC integration services and increase the amount of the Agreement by \$210,000 to an amount not to exceed \$485,000.

NOW THEREFORE, in consideration of the premises and the mutual obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 3.1, Invoices & Payments, of the agreement is amended to read as follows:

Fees and dates for invoicing of such fees are specified in the Fee Schedule. Customer shall pay to Haemonetics all applicable fees net thirty (30) days from the date of Haemonetics' invoice. In no event shall total payments under this Agreement exceed FOUR HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$485,000).

2. Annex B-1 of the Agreement is hereby amended to include Annex B- 2 for additional products and services.
3. Annex B attached hereto is hereby added to the Agreement and incorporated herein.
4. Except as expressly amended hereby, the Agreement is hereby ratified and confirmed in all respects and shall continue in full force and effect. All references in the Agreement or any related agreement, instrument or document shall hereafter refer to the Agreement as amended by this First Amendment. All capitalized terms in the First Amendment shall have the meanings set forth in the Agreement.



HAEMONETICS®

Customer Number 45842

IN WITNESS WHEREOF, the parties have caused this **First** Amendment to be executed and delivered by their respective duly authorized officers effective the day and year first above written.

For Contractor: Haemonetics Corporation



Contractor Signature

12/12/2023
Date

Philip Dalton, Sr. Manager Global Contract Mgt.
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Annex B-2

Upgrade Service Level	
<i>Haemonetics provides Professional, Technical, and Education services to upgrade an existing system to the indicated software version.</i>	
	☐ Site currently running v3.4 and upgrading to v4.7 ☐ Site currently running v3.5 and upgrading to v4.7 ☐ Site currently running v3.6 and upgrading to v4.7 ☐ Site currently running v3.7 and upgrading to v4.7 ☐ Site currently running v3.8 and upgrading to v4.7 ☐ Site currently running v3.9 and upgrading to v4.7 ☐ Site currently running v3.10 and upgrading to v4.7 ☐ Site currently running v3.11 and upgrading to v4.7 ☒ Site currently running v3.12 and upgrading to v4.7 ☐ Site currently running v3.13 and upgrading to v4.7

Required Software Licenses					
Module		Description	Unit Price	List Price	Extended Price
☒	Communication Interface Manager	Allows SafeTrace Tx to bi-directionally communication with EMR and LIS systems and instruments.	\$31,500	\$31,500	\$20,475
☒	SafeTrace Tx Reporting and Analytics (powered by Qlik)		\$10,000	\$10,000	\$9,000
	☒ Small ☐ Medium ☐ Large ☐ Extra Large	* Unlimited read-only access for 5 named users * 1,000 Measured use read-only access min/month: Non named users			

Recurring Software Maintenance					
<i>(Required annually)</i>					
Years of Service	Product / Service	Description	Unit Price	List Price	Extended Price
1	Software Support and Maintenance <i>(subject to applicable terms & conditions)</i>	Includes: Standard client support plus software updates (excluding features that are separately priced); Software maintenance and support services will be billed annually. Note: Haemonetics Corporation will honor the current SafeTrace Annual Maintenance model when client goes live with SafeTrace Tx.	\$6,615	\$6,615	\$6,615
1	SafeTrace Tx Reporting and Analytics	Includes: Standard client support plus software updates (excluding features that are sold or separately priced); Software maintenance and support services will be billed annually.	\$2,100	\$2,100	\$2,100

Haemonetics Upgrade Deliverables	
Haemonetics provides the following Professional, Technical and Educational upgrade deliverables: All Services provided remotely unless otherwise specified. Onsite visits include travel and expenses.	
SafeTrace Tx®	
Standard Services	Description
Project Management	A Haemonetics Project Manager (PM) initiates the project with a Kick-off meeting that includes a review of: Contract, project timeline, client roles and responsibilities, project documents, meeting schedule and key IT contact(s). The PM manages the upgrade through weekly meetings and keeps the project on schedule with frequent milestone checks. <u>All Services are provided remotely, unless otherwise specified.</u> The Haemonetics PM coordinates the following: - Kick-off Meeting: Conducts a meeting to review the upgrade process/plan, set project expectations and discuss education classes and interfaces. A high level demonstration will be presented. By the completion of this meeting, an estimated live date will be confirmed. - Onsite Project Review: Meets with the client for 1 onsite Project Review (2 days). The focus of this visit is to review table builds and checklists, and to review and update the project plan. Onsite visits include travel and expenses. - HL7 Set-up: Assists with the installation of the SafeTrace Tx-Communication Interface Manager™ module and other HL7 interface applications, and the required interface configurations to HIS/LIS including ADT, orders, results and billing. Includes education on HL7 related table settings and interfaces and phone support as the client defines and tests the interfaces. - Application Support: Provides application support during implementation. - Table Build Assistance: Provides assistance to build table necessary 1 site to implement new features in the upgrade that the client wishes to implement. - Parallel Planning and Go-live Plan: Assists the client with development of a written parallel test plan and go-live plan. - Onsite Go-live Support: Be available onsite for 3-days during the initial activation of the system. Support hours are mutually agreed upon in advance of arrival by the PMs. Normal hours are defined as 8 hours between the hours of 0700 and 1800 in the client's time zone. Onsite visits include travel and expenses.
Technical Services	Haemonetics provides the following Technical Services: - Software Installation: Installs the applicable Oracle or SQL Server database software, SafeTrace Tx® software, SafeTrace Tx-Communication Interface Manager™ module and other HL7 interface applications) and Qlik Sense, via a remote connection onto the client's permanent hardware. Prior to this step, the client is responsible for procuring and installing the appropriate hardware; obtaining the supported Operating System(s) and appropriate Oracle or SQL Server database licenses; and providing internet connectivity and access to the client's environment. - Environments: Establishes 2 SafeTrace Tx environments; Production and Test. - Downtime Snapshot: Installs the Downtime Snapshot client software up to 3 remote computers - Migrate Existing Database: Migrates the existing database to the new servers. - Product Identification Tag (P-Tag) Customization (Remote): Provides development of ONE product identification tag (i.e., compatibility tag) to meet client specifications, requirements definitions, analysis design and installation of the tag on the client's system. Client is allowed up to 3 revisions before final acceptance. Client approvals and signatures are required at several steps during the P-Tag development and at completion of the P-Tag. - System Preparation for Production: Prepares the production environment for operation.
Education	Haemonetics provides the following upgrade implementation education: - Functional and Configuration Overview (Onsite): Demonstrate feature(s) of the release, functionality and configuration changes at the client site for 3 consecutive days and up to 6 attendees from the client's implementation core team. Topics include: System functionality, with an overview of the browser based workflow, configuration options to support the day-to-day operation (i.e. tests, billing, standard product codes) and reporting with Qlik Sense®. Attendees will have time for hands-on practice and to discuss their specific needs. The software must be installed prior to this education. Fee includes administrative set-up and preparation of educational materials. Onsite visits include travel and expenses.

Client Upgrade Requirements	
Items below outline the client's requirements necessary to complete SafeTrace Tx Upgrade Services for the Facility(ies).	
Project Lead	Client assigns a Project Lead(s) to coordinate the SafeTrace Tx software upgrade activities with the Haemonetics team.
Technical Team Member	Client allocates and assign the appropriate IT resource(s) and ensures they are available throughout the project to provide assistance as necessary.
Team Participation	Core Team Members will attend a series of training and implementation calls to review implementation schedule, deliverables, roles and responsibilities.

Variable Services				
Variable implementation deliverables include:				
Optional Services	Description	Unit Price	List Price	Extended Price
☒ MS SQL Server Database Conversion	Convert existing SafeTrace Tx Oracle database to MS SQL Server.	\$20,000	\$20,000	\$18,000
1 EPIC BPAM Messages	Haemonetics works with the client to configure SafeTrace Tx to send and receive transfusion related messages with EPIC BPAM.	\$6,000	\$6,000	\$5,400

Validation Services					
Validation deliverables and options include:					
☒ PeopleMED®					
Standard Services	Description	Unit Price	List Price	Extended Price	
Validation Hands-Off	PeopleMED validation services include: - Client validation plan - Custom risk analysis per FDA guidelines - Customization of test case procedures - Test case execution - Custom validation report Minimal 12 week effort	\$50,000	\$50,000	\$47,500	
One Time Fee					
		Total List Price	Total Discount	Total Extended Price	
	Software	\$41,500	-\$12,025	\$29,475	
	Implementation Services	\$111,750	-\$11,175	\$100,575	
	Variable Services	\$26,000	-\$2,600	\$23,400	
	Validation	\$50,000	-\$2,500	\$47,500	
Subtotal				\$200,950	
Recurring Fees (Billed Annually)					
	Annual Maintenance Fees	Years of Service	Total List Price	Total Discount	Total Extended Price
	Software Support Maintenance	1	\$6,615		\$6,615
	SafeTrace Tx Reporting and Analytics Annual License	1	\$2,100		\$2,100
Subtotal					\$8,715
Purchase Order Amount				\$209,665	

The fees set forth in any applicable Schedule or Order Form will be invoiced as set forth below:

- **Software License and Software Option fees** will be invoiced in full on the date of delivery.
- **Software Support and Maintenance fees** will be invoiced in full on the date of delivery of Software and annually thereafter on this anniversary date.
- **Implementation, Variable, & Validation Services fees** will be invoiced at the earlier of (i) the date on which Implementation Services begin or (ii) sixty (60) days from the Effective Date.
- **Increases:** Haemonetics may increase the annual maintenance fees and fees for other support services, provided that the increase rate shall not exceed five percent (5%) of the total annual maintenance and applicable support services fees of the twelve (12) month period immediately preceding the increase. Customer shall be given sixty (60) days notice prior to the effective date of any such increase.

SafeTrace Tx PeopleMed Hands-off v4.4 Validation Assumptions

Customers are responsible for Standard Operating Procedures (SOP's), system definition, table builds and preliminary testing, which must be complete prior to Hands-Off validation commencement. Client is responsible for providing a secure connection and remote access to system to be validated. The project's schedule may be compromised if system access is delayed.

Prices described are for Hands-Off validation efforts. Extended validation of special or unusual settings, atypical user set-up or conditions, ambiguous SOP's, custom reports, or other tasks or any change in scope will result in additional fees.

Services and pricing discounts are valid for one project with the quantity of deliverables described in this agreement. All software must be stable and in a state of readiness for validation prior to kickoff of the Hands-Off validation project. During the validation project, software will not be modified by configuration, upgrade, changing settings, hardware update or by any other means. Any such changes are not included in the scope of this project and will result in increased cost and delay in the project schedule.

Validation services are provided specifically and only to evaluate safety functions to help users mitigate potential risk in using the software system in a production environment. Functions or features which cannot be determined to be associated with safety risk are not included.

Pricing does not include services for BloodTrack, instrument interface, information system interface validation, interfaces to point of care devices, mobile uploads or downloads, infectious disease test result upload validation, interfaces to reference laboratories, interfaces to or validation of HLA matching, validation of billing activities, billing interface validation, validation of any other ancillary software or system, other uploads or downloads, or validation of recruitment functions or interfaces to recruiting, scheduling or ordering information systems. Pricing does not include validation of Active Directory integration. Validation of any audit service functions and validation for HIPAA compliance, functions or features is not included in contract pricing.

Travel expenses are not included. All travel related expenses will be the responsibility of the client.

Client resources are required for assistance with test case analysis and any evaluation of system-generated paper or other hard-copy output.

Pricing is for standard efforts to validate one system installation deployed at one worksite location. All setup, configuration and other tasks required for validation must be ready at time of kickoff for all validation projects. All Hands-Off validation activities will be performed one time in one project on one software system. Redundant testing of like functionality will not be duplicated or performed in any manner, including any efforts at another worksite(s) or location(s). The Hands-Off validation of additional facilities and/or additional worksites, multiple installations, multiple databases, multiple configurations or non-common table settings or any separate, duplicate, individual or repeat validation of any facility worksite or location, including any centralized functions, is not included and will result in additional fees. Pricing is for Hands-Off validation in English language only and for use of all system displays, features and functions in English only.

All document formats will be standard Haemonetics format. Re-editing, reformatting or otherwise manipulating test case procedures, validation plan, risk analysis, validation report or any other validation deliverable to different specifications or SOPs are not within the scope of the project and will require additional time and result in additional cost. All documentation delivered for approval will not be manipulated without additional cost. Additional work for duplicate or repeat deliverables, individual testing for multiple sites or installations, or any testing beyond the scope of one project as defined by the above quantity of services and deliverables will result in additional fees. Any other considerations where separate, multiple or additional validation plan, test cases or validation report are requested will result in additional fees.

Pricing includes one Hands-Off validation project with one set of deliverables. The number of Test Case Procedures (TCPs) will be determined by a Risk Analysis, which is developed during validation planning. For SafeTrace Tx, a maximum of 175 TCPs may be performed for a go live. Additional Test Case Procedures will require additional fees.

For SafeTrace Tx, client production environment must be at or above v4.2 or additional charges will be required.

Invoices for services will be generated upon the delivery of a Validation Report. Customer will be billed for services rendered if they decide to cancel the project before completion.

Payment for all services is due net thirty (30) days from invoice date.

Annex B: SafeTraceTx Analytics & Reporting (powered by Qlik)

Reference is made to the Master Agreement between Customer and Haemonetics Corporation dated February 25, 2021 (the **Agreement**). Except as expressly modified or supplemented herein, the Master Terms apply to this Annex and are incorporated herein by reference.

Annual License:

1. SafeTrace Tx Analytics & Reporting (powered by Qlik) is available on an Annual License basis only.
2. Annual License Term: The Annual License shall commence on the date hereof and shall continue for an initial term as specified on the Fee Schedule ("Initial Annual License term"). Thereafter, the Annual License shall automatically renew at the end of the Initial Annual License Term and any subsequent term for a renewal term of one (1) year unless either Party has provided written notice of its intention not to renew. Termination or non-renewal of the Annual License will terminate the Customer's access to SafeTrace Tx Analytics & Reporting.

SafeTrace Tx Analytics & Reporting User Terms:

1. Customer acknowledges that the SafeTrace Tx software services contains or incorporates proprietary software owned by Qlik and its affiliates ("Qlik Products"). Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the OEM Product. Customer has no license or any other right to the Qlik Products, and may under no circumstances whatsoever use the Qlik Products independently or separated from the OEM Product. Qlik and its affiliates are third party beneficiaries of this UA and may enforce the applicable terms and conditions of this UA.
2. Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this user agreement ("UA"). Customer shall not, directly or indirectly: (i) sell, rent, sublicense, publish, display, loan, distribute or lease the Qlik Products; (ii) transfer to any other person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; (iii) remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (iv) use the Qlik Products in any manner not authorized by this UA.
3. Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.
4. Customer agrees to (i) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer's use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (ii) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of Partner, Qlik or their respective affiliates shall have any obligation or liability with respect thereto.
5. Individual software components, each of which has its own copyright and its own applicable license conditions ("Third Party Software") may be distributed, embedded, or bundled with the Qlik Products. Such Third Party Software is separately licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third Party Software.

6. This UA, and Customer's rights to access/use the Qlik Products, shall be immediately terminated upon Customer's breach of any of the terms of this UA.
7. The restrictions (including in relation to data and Qlik Products) for the Qlik Products must be consistent with the restrictions set forth in any Addendum to the Agreement between Qlik and the Partner.
8. The Customer shall ensure that (i) any copy of the Qlik Product is produced only in accordance with the terms of the UA and for the Customer's own benefit, (ii) any such copy is clearly marked subject to copyright and confidentiality restrictions, and (iii) a written list is maintained of the number of copies and place of storage. The Customer shall discontinue use and destroy or return all copies of the Qlik Products upon termination of the UA. Further, the Partner shall reserve the right to conduct audits at the Customer's premises to ascertain whether the Customer's use of the Qlik Products complies with the provisions of the UA.