

Bourne & Associates

Agreement to Provide Professional Services: Legislative/Public Affairs Services

This Agreement made January 1, 2011 (effective date) between Blood Centers of California (BCC) and Bourne & Associates (Consultant).

RECITALS

Consultant is involved in analysis, consultation, government relations, public relations and facilitation services. Consultant has years of relevant experience. BCC desires to retain Consultant's services.

Now, therefore, in consideration of the following mutual covenants and agreements and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged, the parties agree as follows:

AGREEMENT

1. Term of Agreement and Termination

1.1 Term – Agreement shall commence on January 1, 2011 and shall end January 1, 2013.

1.2. The terms, covenants and conditions of this agreement may be reviewed on or before September 2012 during the annual budget process.

1.3. Termination by Notice: Either party may terminate this Agreement on thirty (30) days notice to the other. Services and compensation will continue during the thirty day period and thereafter neither Party will owe any further obligation to the other.

2. Services and Duties

2.1. Consultant shall monitor and report to BCC on California legislation and regulations as determined by the Consultant and BCC. The Consultant shall inform the appropriate BCC committees about legislation, which is adverse and/or supportive of BCC's interests. Specifically the Consultant shall provide those services reasonably required to represent BCC's interests in this regard, including but not limited to, reviewing, identifying, monitoring, introducing, amending or defeating legislation pertaining to the issues identified by BCC as well as participating in and attending meetings and hearings as appropriate.

Consultant shall take reasonable steps to keep BCC informed of progress and to respond to BCC's inquiries. Consultant shall file all Fair Political Practices Commission (FPPC) reports required by statute for activities conducted on behalf of BCC in accordance with FPPC reporting periods. Consultant shall keep confidential all materials and information so designated by BCC which is made available under this Agreement.

2.2. The Parties understand and agree that Consultant will have the sole discretion to determine the method, means and location of performing these services and that BCC has no right to and will not control or determine the method, means or place of performance of Services.

2.3. The parties expressly intend that Consultant be and remain an INDEPENDENT CONTRACTOR not an employee, agent, joint venturer or partner of BCC. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between BCC and the Consultant.

2.3.1. Consultant will use its computer and supply all equipment necessary to perform services.

2.3.2. Consultant is solely responsible for all taxes, withholdings and other similar statutory obligations related to Bourne & Associates. Consultant agrees to defend, indemnify and hold harmless BCC from any and all claims made by any entity on account of an alleged failure by the Consultant to satisfy any such tax or withholding obligations.

2.3.3. DISCLAIMER OF GUARANTEE: Nothing in this Agreement and nothing in Consultant's statement to BCC written or verbal shall be construed as commitments or assurances. Consultant's comments about the outcome of BCC's matters are expressions of opinion and evaluation only. Consultant shall be held harmless and indemnified against any perceived negative results of Consultant's activities.

3. Services for Other Associations and Health/Medical Providers

3.1. As stated in the Recitals, one of the benefits to BCC through its agreement is experience, contacts and working relationships which Consultant has in the health care arena. Thus, Consultant warrants that she is in the business of providing to other companies services similar to those provided to BCC under this Agreement. Consultant further warrants that she is either providing or will continue to provide such services and BCC agrees this is a benefit, not a conflict.

4. Compensation and Expenses

4.1. For all services rendered hereunder, BCC will pay Consultant a monthly retainer of \$3675.00 commencing January 1, 2011 and continuing on the 1st day of each month during the term of this Agreement. If BCC requests sponsored legislation or actively opposes legislation an additionally fee of \$1,000 per month per bill will be paid.

4.2. On presentation and approval of written invoices, BCC will reimburse Consultant for all necessary and reasonable out of pocket expense incurred on BCC's behalf under this Agreement.

5. Arbitration

5.1. Any action to enforce or interpret this Agreement, other than an action seeking injunctive relief or any action to resolve disputes with respect to this Agreement as between the Consultant and BCC shall be decided by binding arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect at the time the arbitration is initiated. Arbitration shall be the exclusive dispute resolution process and shall be administrated by the AAA office located in Sacramento, CA. The substantive law of the State of California shall be applied by the arbitrators to the resolution of the dispute. The parties shall share equally all costs of arbitration; however, the prevailing party shall be entitled to reimbursement of Attorney fees and all costs and expenses incurred in connection with the arbitration, including without limitation all costs of arbitration. All decisions of the arbitrators shall be final, binding and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The Arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

6. Assignment

This Agreement shall not be assignable by either Party without the express written consent of the other.

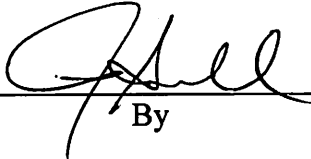
7. Entire Agreement

This agreement contains the entire understanding of the parties regarding its subject matter and supersedes all other agreements, either oral or in writing, between the parties. Each party to this Agreement acknowledges that no representations, inducements promises or agreements, oral or

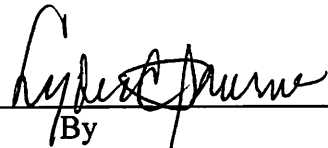
otherwise, have been made by any party or anyone acting on behalf of
with Party and that no other agreement, statement or promise not
contained herein shall be relied upon or be valid or binding. This
Agreement can be modified only by a subsequent written agreement
executed by Consultant and BCC.

The signatures below make this agreement in force on its Effective Date:

Blood Centers of California


By _____ Date 11-24-10

Bourne & Associates


By _____ Date 11/25/10