

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CALIFORNIA TRANSPLANT SERVICES, INC. dba SAFETYGRAFT AND
NATIVIDAD MEDICAL CENTER
FOR
TISSUE BANK SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on December 15, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and California Transplant Services, Inc. dba SafetyGraft (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Tissue Bank Services with a term January 1, 2016 through December 31, 2020 and a total Agreement amount not to exceed \$175,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on August 5, 2020 to extend for one (1) year period (January 1, 2021 through December 31, 2021) and to add an additional \$57,500 for a total Agreement amount of \$232,500 with no changes to the scope of work; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add an additional \$17,500 for a total Agreement amount of \$250,000 with no changes to the term or the scope of work.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement, Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A as per Original Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$250,000”

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement, in Amendment No. 1 and in Amendment No. 2.
3. A copy of this Amendment No. 2 shall be attached to the Agreement.
4. This Amendment No. 2 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: Dr. Gary R. Gray
Gary R. Gray, DO, CEO

Date: 10/22/20

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Saelle
Monterey County Deputy County Counsel

Date: 10/22/2020

APPROVED AS TO FISCAL PROVISIONS

By: gary k giboney
Monterey County Deputy Auditor/Controller

Date: 10-22-21020

CONTRACTOR

California Transplant Services, Inc. dba SafetyGraft

CONTRACTOR's Business Name

See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

Daryl S. Lirman, President & CEO

Name and Title

Date: 10/07/2020

By: [Signature]
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Marc Pablo, Secretary

Name and Title

Date: 10/07/2020

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).