

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN CALIFORNIA TRANSPLANT SERVICES, INC. dba SAFETYGRAFT AND
NATIVIDAD MEDICAL CENTER
FOR
TISSUE BANK SERVICES**

This Amendment No. 4 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”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, 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 amended the Agreement on October 22, 2020 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; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on February 11, 2021 to add an additional \$17,500 for a total Agreement amount of \$267,500 with no changes to the term or the scope of work; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend for a one (1) year period (January 1, 2022 through December 31, 2022) for a revised full agreement term of January 1, 2016 through December 31, 2022 and to add an additional \$130,000 for a total Agreement amount of \$362,500 with no changes to 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, Amendment No. 2, Amendment No. 3 and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. **Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the removing:**
“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 \$267,500”

and replacing it with:

“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 \$362,500”

2. **The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended by removing:**

“The term of this Agreement is from January 1, 2016 through December 31, 2021 unless sooner terminated pursuant to the terms of this Agreement.”

and replacing it with:

“The term of this Agreement is from January 1, 2016 through December 31, 2022 unless sooner terminated pursuant to the terms of this Agreement.”

3. **Section 4/Paragraph titled, “Fees” shall be amended by removing:**

“This fee schedule will continue for five years from the effective as of the date of this Agreement. Hospital shall pay CTS for its participation in the Autograft Storage Program in accordance with the following fee schedule:

Hospital Autologous bone or skull flap storage fees for participating hospitals:

SERVICES	CHARGE	DESCRIPTION
Autologous storage: kit and service.	\$2,995.00 per kit inclusive, effective for years 1, and 2 of this agreement. \$3,200.00 per kit inclusive, effective for years 3 and 4 of this agreement. \$3,330.00 for year 5 of this agreement. \$1,065.00 per kit inclusive, for each additional one year continued storage term, or part thereof beyond the initial two year term inclusive during the term of this agreement.	Note: If autologous kits are provided to Hospital, but then subsequently stored and used at another facility other than Hospital, CTS shall be entitled to charge for autologous tissue storage services for the kit(s) as if used by Hospital. Continued storage beyond two years may incur an additional storage fee to be billed and payable annually at the beginning of the additional storage term. CTS shall notify Hospital of autologous tissue 3 to 6 months prior to expiration of the initial two (2) year storage term to allow Hospital time to determine the need for additional storage, or decision to allow disposal of the tissue. If an additional storage term is desired by Hospital, CTS shall invoice Hospital upon the commencement of the additional storage term. If Hospital determines an additional storage term(s) is not wanted, Hospital shall provide CTS with its authorization to cease continued

		storage and to dispose of the tissue without further liability and in accordance with regulatory requirements.
Standard return shipping to Hospital.	<p>\$200.00 per kit inclusive, years 1, 2, and 3 of this agreement</p> <p>\$250.00 per kit inclusive, years 4 and 5 of this agreement.</p>	<p>Requests for return orders received by CTS during normal business hours, 7 am to 5 pm M-F PST for next day surgical times after 7 a.m.</p> <p>Requests made after 5 pm M-F for next day deliveries, or for Sat., Sun., and public holiday deliveries shall be considered outside of normal business hours and shall incur a STAT Shipping Fee. Arrival of tissue at Hospital. Delivery shall be during evening hours for 7:00 am cases, otherwise during normal business hours.</p>
STAT Shipping Fee for same day return to Hospital, or delivery to Hospital on Saturday, Sunday, and public holidays.	<p>\$300.00 per kit inclusive, years 1, 2, and 3 of this agreement.</p> <p>\$375.00 per kit inclusive, years 4 and 5 of this agreement.</p>	STAT charge is made in place of regular shipping charge; courier or normal commercial shipping methods.
Improperly packaged tissue, or shipments packaged by Hospital that do not comply with CTS packaging instructions and result in a shipment being refused or otherwise not accepted by common carrier shipper.	There shall be incurred by Hospital an additional stat shipping fee to cover the round-trip courier and handling fees required, together with a charge for an additional replacement autologous storage kit, as is necessary to properly tender the tissue. Charges shall be billed according to the then current fee in effect for the service during the year of this agreement. CTS shall provide Hospital with a statement as to why any additional charges are charged due to improperly packaged tissue, together with photograph(s) as is practical to do so.	The fee charged is for special handling and cost of couriers (which may be considerable), together with the fee for a replacement autologous storage kit as necessary when the tissue is rejected by an airline or common carrier due to improper packaging (usually leaking water caused by improper placement and sealing of zip lock ice pouches by Hospital staff) by the Hospital requiring the tissue to be returned to the facility for repackaging by the Hospital's OR staff prior to being retendered to the common carrier for transport.
Replacement of lost or damaged autologous storage kits.	<p>\$250.00 inclusive, years 1, 2, and 3 of this agreement.</p> <p>\$300.00 inclusive, years 4 and 5 of this agreement.</p>	Each kit is numbered and assigned to Hospital. Kits are initially placed at no charge based on projected usage and number of kits assigned may be

		adjusted according to utilization. Missing, damaged and lost kits shall incur a replacement fee.
Disposal of autologous tissue.	\$50.00 inclusive, years 1, 2 and 3 of this agreement. \$75.00 inclusive, years 4 and 5 of this agreement.	Fee charged for disposal and documentation of autologous tissue as regulated Medical Waste (RMW).

and replacing it with:

Except where the fee schedule indicates an earlier date for a specified service, all fees for services in this fee schedule will be effective as of January 1, 2022. NMC shall pay CONTRACTOR for its participation in the Autograft Storage Program in accordance with the following fee schedule:

NMC Autologous bone or skull flap storage fees for participating NMCs:

SERVICES	CHARGE	DESCRIPTION
Autologous storage: kit and service.	\$3300 from effective date until November 15, 2021 thereafter will be \$3650.00 (includes transportation from Natividad to the storage facility) \$1,065.00 per kit inclusive, for each additional one year continued storage term, or part thereof beyond the initial two year term inclusive during the term of this agreement.	Note: If autologous kits are provided to NMC, but then subsequently stored and used at another facility other than NMC, CONTRACTOR shall be entitled to charge for autologous tissue storage services for the kit(s) as if used by NMC. Continued storage beyond two years may incur an additional storage fee to be billed and payable annually at the beginning of the additional storage term. CONTRACTOR shall notify NMC of autologous tissue 3 to 6 months prior to expiration of the initial two (2) year storage term to allow NMC time to determine the need for additional storage, or decision to allow disposal of the tissue. If an additional storage term is desired by NMC, CONTRACTOR shall invoice NMC upon the commencement of the additional storage term. If NMC determines an additional storage term(s) is not wanted, NMC shall provide CONTRACTOR with its authorization to cease continued storage and to dispose of the tissue without further liability and in accordance with regulatory requirements.

Standard return shipping to NMC.	300.00	<p>Requests for return orders received by CONTRACTOR during normal business hours, 7 am to 5 pm M-F PST for next day surgical times after 7 a.m.</p> <p>Requests made after 5 pm M-F for next day deliveries, or for Sat., Sun., and public holiday deliveries shall be considered outside of normal business hours and shall incur a STAT Shipping Fee. Arrival of tissue at NMC. Delivery shall be during evening hours for 7:00 am cases, otherwise during normal business hours.</p>
STAT Shipping Fee for same day return to NMC, or delivery to NMC on Saturday, Sunday, and public holidays.	500.00	STAT charge is made in place of regular shipping charge; courier or normal commercial shipping methods.
Improperly packaged tissue, or shipments packaged by NMC that do not comply with CONTRACTOR' packaging instructions and result in a shipment being refused or otherwise not accepted by common carrier shipper.	There shall be incurred by NMC an additional stat shipping fee to cover the round-trip courier and handling fees required, together with a charge for an additional replacement autologous storage kit, as is necessary to properly tender the tissue. Charges shall be billed according to the then current fee in effect for the service during the year of this agreement. CONTRACTOR shall provide NMC with a statement as to why any additional charges are charged due to improperly packaged tissue, together with photograph(s) as is practical to do so.	The fee charged is for special handling and cost of couriers (which may be considerable), together with the fee for a replacement autologous storage kit as necessary when the tissue is rejected by an airline or common carrier due to improper packaging (usually leaking water caused by improper placement and sealing of zip lock ice pouches by NMC staff) by the NMC requiring the tissue to be returned to the facility for repackaging by the NMC's OR staff prior to being retendered to the common carrier for transport.
Replacement of lost or damaged autologous storage kits.	\$300.00 inclusive	Each kit is numbered and assigned to NMC. Kits are initially placed at no charge based on projected usage and number of kits assigned may be adjusted according to utilization. Missing, damaged and lost kits shall incur a replacement fee.
Disposal of autologous tissue.	\$75.00 inclusive	Fee charged for disposal and documentation of autologous

		tissue as regulated Medical Waste (RMW).
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4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement, in Amendment No. 1, in Amendment No. 2, in Amendment No. 3 and in Amendment No. 4.
5. A copy of this Amendment No. 4 shall be attached to the Agreement.
6. This Amendment No. 4 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. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 10/07/2021

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

Date: 10-8-2021

CONTRACTOR

California Transplant Services, Inc. dba SafetyGraft
CONTRACTOR's Business Name
See instructions below

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

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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).