

Agreement A-16333

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN CALIFORNIA TRANSPLANT SERVICES, INC. dba SAFETYGRAFT AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
TISSUE BANK STORAGE**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on June 13, 2023 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and California Transplant Services, Inc. dba SafetyGraft ("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 Storage Services with a term January 1, 2023 through December 31, 2025 and a total Agreement amount not to exceed \$200,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period (January 1, 2026 through December 31, 2028) for a revised Agreement term January 1, 2023 through December 31, 2028 to allow for services to continue with a \$250,000 increase for a total Agreement amount of \$450,000.

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 incorporated herein by this reference, except as specifically set forth below.

1. **The second sentence of the first Paragraph, shall be amended by removing:**

"The term of this agreement shall commence on the effective date, which is the date of execution and shall expire five (5) years thereafter unless sooner terminated by either party with or without cause by giving one hundred eighty (180) days prior written notice to the other party. For purposes of this Agreement, the effective date shall be the last date executed below."

and replacing it with:

"The term of this agreement is from January 1, 2023 through December 31, 2028 unless sooner terminated by either party with or without cause by giving one hundred eighty (180) days prior written notice to the other party."

2. **Section 4 / Paragraph titled, "Fees" shall be amended by removing:**

"This fee schedule will continue for five years from the effective date of this Agreement. This Agreement shall not exceed \$200,000. Hospital shall pay CTS for its participation in the Autograft Storage Program in accordance with the following fee schedule:"

SERVICES	CHARGE	DESCRIPTION
Autologous storage kit and service.	\$4275.00	The autologous bone or skull flap storage fee for original shipment from Hospital shall provide for continuously monitored frozen storage of the

	\$1075.00 for each additional one year continued storage term, or part thereof beyond the initial two-year term.	autologous bone or skull flap for a period of two (2) years. If kits are used and self- stored or stored at another facility CTS is entitled to charge for the services. 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.
Transfer to or from another hospitals inventory.	\$ TBD Quoted at the time of service	7day / 24 hour
Standard return shipping to Hospital.	\$350.00	Return orders received during normal business hours, 7am to 5 pm PST M-F, and at least 24 hrs in advance with arrival of tissue 10:30 am to 5:00 pm. Deviations may incur additional shipment expense.
STAT Shipping Fee for same day return to hospital or requiring air freight, courier, or Fed/Ex First Overnight service.	\$500.00	STAT charge is made in place of regular shipping charge; 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 an airline or 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.	The fee charged is for special handling and 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 of out outside designated pouches or improper sealing of 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 airline or common carrier for transport.
Disposal of autologous tissue.	\$100.00	Fee charged for disposal and documentation of autologous tissue as regulated Medical Waste (RMW).

and replacing it with:

"This fee schedule will continue from January 1, 2023 through December 31, 2028. This agreement shall not exceed \$450,000. Hospital shall pay CTS for its participation in the Autograft Storage Program in accordance with the following fee schedule:"

SERVICES	CHARGE	DESCRIPTION
Autologous storage kit and service.	\$4695.00	The autologous bone or skull flap storage fee for original shipment from Hospital shall provide for continuously monitored frozen storage of the autologous bone or skull flap for a period of two (2) years. If kits are used and self-stored or stored at another facility CTS is entitled to charge for the services.
Additional one (1) year storage after two (2) years. SG-1103	\$1125.00 for each additional one year continued storage term, or part thereof beyond the initial two-year term.	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.
Transfer from other hospitals inventory. SG-1110	\$4,695	7day / 24 hour
Transfer from other hospitals inventory out of state to your facility for surgery. SG-1113	\$4,995	7day / 24 hour
Standard shipping to Hospital. SG-1200	\$500.00	Return orders received during normal business hours, 7am to 5 pm PST M-F, and at least 24 hrs. in advance with arrival of tissue 10:30 am to 5:00 pm. Deviations may incur additional shipment expense.
STAT Shipping Fee for same day return to hospital or requiring air freight, courier, Fed/Ex First Overnight service or an employee flight and overnight expenses. SG-1201	\$750.00	STAT charge is made in place of regular shipping charge; 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 an airline or common carrier shipper. SG-1203	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.	The fee charged is for special handling and 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 of out outside designated pouches or improper sealing of

		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 airline or common carrier for transport.
Disposal of autologous tissue. SG-1220	\$125.00	Fee charged for disposal and documentation of autologous tissue as regulated Medical Waste (RMW).

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

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saitta
696D24D44C4341D...
Monterey County Deputy County Counsel

Date: 8/12/2025 | 10:50 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E67464F6...
Monterey County Deputy Auditor/Controller

Date: 8/12/2025 | 1:11 PM PDT

CONTRACTOR

California Transplant Services, Inc. dba SafetyGraft

CONTRACTOR's Business Name

See instructions below

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

Daryl Lirman, President and CEO

Name and Title

Date: 07/21/2025

Marc Pablo
Digitally signed by Marc Pablo
DN: cn=Marc Pablo, o=California
Transplant Services, Inc., ou,
email=mpablo@catransplant.org, c=US
Date: 2025.07.21 15:04:09 -07'00'
By: _____
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Marc Pablo, Sr. Vice President, Corp Secretary

Name and Title

Date: 07/21/2025

*****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).