



Contract Number

24-833 A-1

SAP Number

4400026185

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Polynovo North America, LLC
Contractor Representative	Trent Stock
Telephone Number	(909) 522-1635
Contract Term	September 16, 2024 through September 15, 2029
Original Contract Amount	NTE \$600,000
Amendment Amount	NTE \$2,400,000
Total Contract Amount	NTE \$3,000,000
Cost Center	
Grant Number (if applicable)	N/A

AMENDMENT NO. 1:

This Amendment No. 1 (“Amendment”) is made by and between Polynovo North America, LLC (“Contractor”) and San Bernardino County (“County”) and modifies the terms of the Contract entered into by the parties for the provision of skin grants with the effective date of September 16, 2024 (“Contract”), as follows, effective on September 16, 2025 (“Amendment Effective Date”):

1. Section B.2 of the Contract is deleted in its entirety and replaced with the following:
 - B.2** The prices charged by Contractor to County for each Product ordered by ARMC for the term of this Contract shall be based on the prices reflected on Attachment A. However, beginning on September 16, 2025, the prices for the Products may be changed in accordance with Section F.1 of this Contract.

2. Section F.1 of the Contract is deleted in its entirety and replaced with the following:
 - F.1** Contractor shall issue invoices to the County for the sale of the Products under this Contract in accordance with the prices listed on Attachment A. However, beginning on September 16, 2026, Contractor may increase the prices on Attachment A, once per Contract Year upon 30 days written notice to County. The term “Contract Year” refers to each 12 month consecutive period beginning on September 16, 2026. Payment terms for

the invoices shall be Net 60 days with corresponding Purchase Order number stated on the invoice. Contractor shall not charge the County for any shipping, handling, or delivery costs associated with Products if the County's Order of the Products is equal to or greater than \$500.

3. Section F.2 of the Contract is deleted in its entirety and replaced with the following:

F.2 The total amount of payments under this Contract shall not exceed \$3,000,000, which may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

4. Attachment A of the Contract is deleted in its entirety and replaced with Attachment A, as attached hereto.

5. Section D of the Contract is deleted in its entirety and replaced with the following:

D. TERM OF CONTRACT

This Contract is effective September 16, 2024 through September 15, 2029 but may be terminated earlier in accordance with the provisions of this Contract.

6. **Full Force and Effect.** All other terms and conditions of the Contract remain in full force and effect.

7. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract, as applicable.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

POLYNOVO NORTH AMERICA, LLC

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Andrew Bollhoefer
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Vice President Sales
(Print or Type)

By _____
Deputy

Dated: _____

Address 2121 Palomar Airport Road
Carlsbad, CA 92011

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Charles Phan, Supervising Deputy County
Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Andrew Goldfrach, ARMC Chief Executive Officer
Date _____

ATTACHMENT A

Product Price List

SKU	Description	Configuration	Each	Annual Spend Commitment \$450k	No Spend Commitment
BTM-0505	NovoSorb® BTM, 5 x 5 cm	Bilayer Fenestrated	1	\$950	\$950
BTM-1010	NovoSorb® BTM, 10 x 10 cm	Bilayer Fenestrated	1	\$1,100	\$1,200
BTM-1020	NovoSorb® BTM, 10 x 20 cm	Bilayer Fenestrated	1	\$2,200	\$2,400
BTM-2040	NovoSorb® BTM, 20 x 40 cm	Bilayer Fenestrated	1	\$8,800	\$9,600
MTX-0505	NovoSorb® MTX, 5 x 5 cm	Monolayer	1	\$1,000	\$1,000
MTX-1010	NovoSorb® MTX, 10 x 10 cm	Monolayer	1	\$1,150	\$1,100
BTM-1020	NovoSorb® MTX, 10 x 20 cm	Monolayer	1	\$2,300	\$2,500
BTM-2040	NovoSorb® MTX, 20 x 40 cm	Monolayer	1	\$9,200	\$10,000

- ARMC qualifies for the annual \$450,000 spend commitment pricing, which will remain for the contract term.