

Agreement A-14393

**AMENDMENT NO. 3
TO COUNTY OF MONTEREY
AGREEMENT FOR ACUTE DIALYSIS
SERVICES BETWEEN TOTAL RENAL CARE,
INC. AND THE COUNTY OF MONTEREY ON
BEHALF OF NATIVIDAD MEDICAL CENTER**

This Amendment No. 3 (“Amendment No. 3”) to the County of Monterey Agreement for Acute Dialysis Services (“Agreement”) which was effective on July 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Total Renal Care, Inc. (“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 Acute Dialysis Services with a term July 1, 2019 through June 30, 2021 and a total Agreement amount not to exceed \$1,349,734; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to extend the term for an additional two-year period through June 30, 2023 to allow for services to continue with revisions to Exhibit D: Fee Schedule and to add Transition Smart Program Services at no cost to Natividad nor to Natividad’s patients for these additional services and to add an additional \$1,000,000, thereby increasing the total Agreement amount to \$2,349,734;

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2 with no change to the term (July 1, 2019 through June 30, 2023) or scope of work and to add an additional \$2,426,223, thereby increasing the total Agreement amount to \$4,775,957;

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend the term for an additional one (1) year period through June 30, 2024 with a revised term July 1, 2019 through June 30, 2024 to allow for services to continue with by replacing Exhibits D-1 and D-2 with Exhibit D-3, and at no cost for a total Agreement amount of \$4,775,957.

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 Agreement, Amendment No.1, Amendment No. 2 and in Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. The first sentence of Section 3 /Paragraph titled; “TERM OF AGREEMENT” shall be amended to the following: ***“The term of this Agreement is from July 1, 2019, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.”***
2. **Paragraph 2 titled**, “PAYMENTS BY COUNTY” shall be amended to the following: “COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit D-3 Fee Schedule. The fee schedule set forth in Exhibit D-3Fee Schedule shall continue to be increased on March 1st of each year for the duration of the term of the Agreement by four percent (4%) or, if

lower, the maximum allowed by law. At no time will the rates decrease during the life of the Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of four million seven hundred seventy-five thousand and nine hundred fifty-seven dollars (\$4,775,957). If the above amount is surpassed during any fiscal year, the parties shall have the right to amend the Agreement to increase the Agreement total amount to accommodate the needs of COUNTY.”

3. Exhibits D-1 and D-2 are hereby deleted from the Agreement and replaced with Exhibit D-3, Fee Schedule, attached to this Amendment No. 3.
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.
5. A copy of this Amendment No. 3 shall be attached to the Agreement.
6. This Amendment No. 3 shall be effective on the date of last signature by the Parties.

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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
Kristen Aldrich
By: _____
for Charles R. Harris, CEO

Date: 6/30/2023 | 1:56 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
Stacy Saetta
By: _____
Monterey County Deputy County Counsel

Date: 6/30/2023 | 10:27 AM PDT

APPROVED AS TO FISCAL PROVISIONS

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

Date: 6/30/2023 | 1:47 PM PDT

DocuSigned by:
Thor Paulson

DaVita Legal
Counsel
July 1, 2023

Date

CONTRACTOR

Total Renal Care, Inc.

CONTRACTOR's Business Name
See instructions below

DocuSigned by:
Mike Staffieri
By: _____
(Signature of: Chair, President, or Vice-President)

Mike Staffieri Chief Operating Officer

Name and Title

Date: June 27, 2023

DocuSigned by:
Stephanie Berberich
By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Stephanie Berberich, Corporate Secretary

Name and Title

Date: June 27, 2023

*****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).

4% annual escalator applied each year on March 1st for the duration of the Agreement*Hemodialysis:**

Hemodialysis: 1:1 patient to staff ratio, up to 4 hours	\$ 920.00 per treatment
Hemodialysis: 2:1 ¹ patient to staff ratio, up to 4 hours	\$ 600.00 per treatment ¹
Hemodialysis: additional charge per ½ hour for treatments ordered longer than 4 hours	\$ 181.33 per hour
Hemodialysis Differential:(initiated during non-Normal Operating Hours or Holidays), up to 4 hours ^{5,6}	\$ 181.33 per treatment ^{5,6}
Hemodialysis: Cancellation	\$ 422.87 per cancellation

Peritoneal Dialysis (PD: CAPO, CCPD)

CAPO Visit	\$ 615.35 per visit
CCPD Visit	\$ 615.35 per visit
PD: Cancellation	\$ 422.87 per cancellation
PD Differential: (initiated during non-Normal Operating Hours or Holidays) ^{5,6}	\$ 181.33 per treatment ^{5,6}

Continuous Renal Replacement Therapy (CRRT: SCUF, CWH, CWHD, CWHDF)

CRRT Full Service Visit	\$ 885.58 per visit
CRRT:(initiated during non-Normal Operating Hours or Holidays) ^{5,6}	\$ 181.33 per treatment ^{5,6}
CRRT: Cancellation	\$ 422.87 per treatment ^{5,6}
CRRT Full Service Cartridge	\$ 252.44 per change

Miscellaneous

TPA Administration	\$ 84.58 per administration
Waiting Time	\$ 84.58 per ½ hour
RN Consultation ³	\$ 84.58 per ½ hour
Hospital Required Orientation or Training	\$ 84.58 per ½ hour per Company (DaVita) nurse
STAT Order Surcharge	\$ 189.32 increase per order
Program Maintenance Fee: 10 or fewer CRRT treatments per month	\$ 2,000.00 per month
Reports	Standard Quarterly reports are included in the rates set forth in this Fee Exhibit

Fee Schedule Footnoted Descriptions and Definitions:

1. **Definition of 2:1:** A ratio of 2 patients to 1 clinician, where the treatment is performed in a designated dialysis suite and the longer of the 2 patient treatments must overlap the other treatment by at least 50%.
2. **Definition of CRRT Support Service:** This charge is only used with the CRRT Support Services model, and includes: NxStage One equipment, and dialysate. Pre-dilution replacement solution is dispensed from Hospital Pharmacy and is not included. Minimum of two (2) nursing visits per day are required and will be billed to Facility. Cartridges are charged separately.
3. **Definition of RN Consultation:** Any nursing service outside of the scope of dialysis related services set forth in this Agreement. This includes, but is not limited to, the following: Initiation/Discontinuation of IV infusion via dialysis access (not in conjunction with a dialysis treatment); dressing changes; non-dialysis related medication delivery, etc.
4. **Definition of DaVita Staff Training of Hospital Staff:** A Company supplied Subject Matter Expert nurse for troubleshooting and education for Hospital nursing staff. Company's modality of training of Hospital Staff as requested by Hospital per 1/2 hour.
5. **Definition of Holidays:** New Year's Eve & Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve & Day.
6. **Definition of Normal Operating Hours:** 6 a.m. to 6 p.m. Monday through Saturday.

Certificate Of Completion

Envelope Id: 97030540222B4C11BD61B7BD1B5C097F	Status: Completed
Subject: Complete with DocuSign: Total Reneal Care dba DAVITA Amendment No.3 F.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Monica Hernandez
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2000 16th Street
	Denver, CO 80202
	monica.hernandez@davita.com
	IP Address: 73.202.102.106

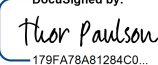
Record Tracking

Status: Original	Holder: Monica Hernandez	Location: DocuSign
6/30/2023 4:02:26 PM	monica.hernandez@davita.com	

Signer Events

Thor Paulson
 Thor.Paulson@davita.com
 Group General Counsel
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 179FA78A81284C0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.229.98.215
 Signed using mobile

Timestamp

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 Signed: 7/1/2023 8:24:34 AM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Josh Connelly
 Josh.Connelly@davita.com
 Paralegal
 DaVita inc.
 Security Level: Email, Account Authentication (None)

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Sent: 7/1/2023 8:24:35 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tabitha Kennedy
 Tabitha.Kennedy@davita.com
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/1/2023 8:24:34 AM
Completed	Security Checked	7/1/2023 8:24:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DaVita:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jarvis@davita.com

To advise DaVita of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jarvis@davita.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DaVita

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jarvis@davita.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jarvis@davita.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DaVita as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DaVita during the course of your relationship with DaVita.