

**AMENDMENT NO. 1  
TO ACUTE DIALYSIS SERVICES AGREEMENT  
BETWEEN TOTAL RENAL CARE, INC. AND  
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
ACUTE DIALYSIS SERVICES**

This Amendment No. 1 to the Acute Dialysis Services Agreement (“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 with Total Renal Care, Inc. 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 currently wish to amend the Agreement via Amendment No. 1 to extend it for an additional two (2) year period through June 30, 2023 to allow for services to continue with revisions to Exhibit D: Fee Schedule attached hereto as “Exhibit D-1 per Amendment No. 1” and to add Transition Smart Program Services as defined within the attached “Exhibit E: Transition Smart Services”, at no cost to Natividad nor to Natividad’s patients for these additional services with a \$1,000,000 increase for a total Agreement amount of \$2,349,734.

**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. **Paragraph 1 titled, “SERVICES TO BE PROVIDED” shall be amended to the following:**  
“COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in this Agreement plus the attached Exhibits A through E and Exhibit D-1 in conformity with the terms of the Agreement. The services are generally described as follows: CONTRACTOR provides COUNTY with necessary non-physician professional personnel to perform acute dialysis services set forth in Exhibits A through E and Exhibit D-1, attached hereto (the "Patient Services").
2. **Paragraph 2 titled, “PAYMENTS BY NMC” shall be amended to the following:**  
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit D-1. The fee schedule set forth in Exhibit D-1 shall continue to be increased on March 1<sup>st</sup> 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 two million three hundred forty nine thousand and seven hundred thirty four dollars (**\$2,349,734**). 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 NMC.

3. The first sentence of Section 3, "TERM OF AGREEMENT" shall be amended to the following:  
***"The term of this Agreement is from July 1, 2019 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."***
4. 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.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective when signed by both 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. 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: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

Date: 5-26-2021

**CONTRACTOR**

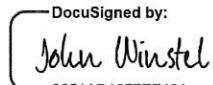
Total Renal Care, Inc.  
\_\_\_\_\_  
**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

DocuSigned by:  
  
By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

Mike Staffieri Chief operating officer  
\_\_\_\_\_  
Name and Title

Date: May 3, 2021

DocuSigned by:  
  
By: \_\_\_\_\_  
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

John Winstel Chief Accounting Officer  
\_\_\_\_\_  
Name and Title

Date: May 4, 2021

**\*\*\*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).

## EXHIBIT D-1 AS PER AMENDMENT NO. 1: FEE SCHEDULE

**\*4% annual escalator applied each year on March 1<sup>st</sup> for the duration of the agreement**

### Hemodialysis:

Hemodialysis: 1:1 patient to staff ratio, up to 4 hours	\$ 787.40 per treatment
Hemodialysis: 2:1 <sup>1</sup> patient to staff ratio, up to 4 hours	\$ 590.55 per treatment <sup>1</sup>
Hemodialysis: additional charge per ½ hour for treatments ordered longer than 4 hours	\$ 167.65 per hour
Hemodialysis Differential: (initiated during non-Normal Operating Hours or Holidays), up to 4 hours <sup>5,6</sup>	\$ 167.65 per treatment <sup>5,6</sup>
Hemodialysis: Cancellation	\$ 390.97 per cancellation

### Peritoneal Dialysis (PD: CAPD, CCPD)

CAPD Visit	\$ 568.92 per visit
CCPD Visit	\$ 568.92 per visit
PD: Cancellation	\$ 390.97 per cancellation
PD Differential: (initiated during non-Normal Operating Hours or Holidays) <sup>5,6</sup>	\$ 167.65 per treatment <sup>5,6</sup>

### Continuous Renal Replacement Therapy (CRRT: SCUF, CVVH, CVVHD, CVVHDF)

CRRT Full Service Visit	\$ 818.77 per visit
CRRT: (initiated during non-Normal Operating Hours or Holidays) <sup>5,6</sup>	\$ 167.65 per treatment <sup>5,6</sup>
CRRT: Cancellation	\$ 390.97 per treatment <sup>5,6</sup>
CRRT Full Service Cartridge	\$ 233.39 per change

### Miscellaneous

TPA Administration	\$ 78.20 per administration
Waiting Time	\$ 78.20 per ½ hour
RN Consultation <sup>3</sup>	\$ 78.20 per ½ hour
Hospital Required Orientation or Training	\$ 78.20 per ½ hour per Company (DaVita) nurse
STAT Order Surcharge	\$ 175.40 increase per order
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 nurse, 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.

**EXHIBIT E:**  
TRANSITION SMART SERVICES AS PER AMENDMENT NO. 1

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**I. Description of All Services to be Rendered by CONTRACTOR:**

CONTRACTOR shall implement Transition Smart (“Program”) at NMC. The Program provides education to assist in the management of patients conditions by providing additional education to participants at no additional cost to COUNTY.

**II. CONTRACTOR Obligations:**

- a. **Patient and Family Education Program.** In conjunction with the terms of this Agreement, and upon request from NMC, CONTRACTOR shall provide education to patients and family members. Such education may include dialysis related education and/or chronic kidney disease education, as well as catheter and fistulas, vascular access, modalities and dialysis care generally. CONTRACTOR, including those providing services on behalf of the CONTRACTOR, may collect, analyze and use data from patients, providers, NMC and other sources regarding the provision of and effectiveness of such education, as well as utilization of such information for operational purposes of the CONTRACTOR. CONTRACTOR shall provide each patient the option of whether or not to visit the website or to review the mobile device content. Each video provides clinical information to the patient on their specific condition. Within the website, a link to an optional short survey regarding the Program shall be available to the patient.
- b. CONTRACTOR shall only use the results to measure the effectiveness of the Program and for clinical improvement of Program components.
- c. CONTRACTOR shall ensure that no Protected Health Information (“PHI”) is involved and no login accounts are required to setup the Program.

**III. NMC obligations:**

COUNTY shall not bill any third party payors for CONTRACTOR’s educational information related to the Program.

**IV. Pricing/Fees:**

No cost to COUNTY or to patient for the Transition Smart Services.