

**EXTRACORPOREAL MEMBRANE OXYGENATION SERVICES AND
INTERFACILITY AMBULANCE SERVICE PROVIDER ONE TIME
EMERGENCY SERVICE AGREEMENT**

This Extracorporeal Membrane Oxygenation Services and Ambulance Service Provider Agreement (the “Agreement”) is date **March 29th, 2024**, by and between ECMO PRN LLC, a California Limited Liability Company (“Provider”), and **Natividad Medical Center of Salinas**, a California hospital (“Facility”) (collectively, the “Parties,” and each individually, a “Party”), with respect to the provision of one-time emergency extracorporeal membrane oxygenation (“ECMO”) services and ambulance transport services for a Facility patient. This agreement will be in effect for six months from the date signed.

RECITALS

WHEREAS, Facility is a hospital providing medical services to its patients, including patients who require transfer to a facility that can provide ongoing ECMO services (a “Receiving Facility”);

WHEREAS, Provider is a limited liability company that arranges for the provision of interfacility ambulance transport services and ECMO services during ambulance transport (the “Services”);

WHEREAS, Facility desires to engage Provider to provide such Services on a one-time basis to a Facility patient requiring transfer to a Receiving Facility, on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: DEFINITIONS

- A. “Interfacility ambulance transportation” shall mean emergent medical care services that are (1) ordered in writing by a sending physician or prescribing health care practitioner; and (2) provided to a patient whom a receiving physician has agreed to accept prior to the start of transport.
- B. The definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1-9; and the California Health and Safety Code, Division 2.5, Chapters 2- 11 shall apply to this Agreement unless the Agreement indicates otherwise.

SECTION II: COMPENSATION

- A. Compensation. Facility shall compensate Provider for the Services rendered hereunder on a fee-for-service basis, according to a Fee Schedule attached hereto as Exhibit A to this Agreement. Provider shall submit an invoice for Services to Facility, and Facility shall pay each invoice within thirty (30) days of receipt.

SECTION III: REPRESENTATIONS AND WARRANTIES

- A. Provider Representations and Warranties. Provider represents and warrants that it, its employees, contractors, subcontractors or agents (collectively, for purposes of this paragraph only, "Provider") have not been convicted of a criminal offense related to health care and are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

SECTION IV: SCOPE OF SERVICES

- A. Authorization of Service. Provider, by this Agreement, agrees to provide the following services, as needed and as requested:

- (1) Critical Care Transport Services for interfacility ambulance transportation for patients in need of interfacility ambulance transportation will incur a fee of \$25 per mile.
- (2) ECMO-2-GO with Physician Scheduling Services. Provision of all necessary equipment and an MCS specialist to assist in the placement of a patient on ECMO.
- (3) ECMO-2-GO without Physician Scheduling Services. Provision of all necessary equipment and an MCS specialist to assist in the placement of a patient on ECMO.
- (4) Mechanical Circulatory Support Specialist ("MCS") initial support services for patients in need of MCS services including ECMO for up to 2 hours at the transferring facility. Every hour after the first 2 hours will be \$100.00/hour.
- (5) Patient Referral Services. Provider will assist in identifying a receiving facility and an accepting physician, as set forth in Exhibit A.

- B. Documentation.

- (1) Facility shall send with each patient at the time of transfer, all necessary transfer and referral forms which shall include, at a minimum, current medical findings, diagnosis, prognosis, a brief summary of the course of treatment provided at the Facility, and such other information as may be required to effectively treat the patient without interruption,

together with all other essential, identifying, and personal information. To the extent it is available, Facility should also provide patient's ambulation status, basic demographic and financial data and psychosocial data.

- (2) Facility shall be solely responsible for the preparation, submission and collection of claims for the Services provided by Provider hereunder. Provider shall complete any assignment of right to bill that may be required to effectuate Facility's billing for its Services.

C. Roles and Responsibilities of Provider. Provider shall:

- (1) Arrange for the Services, including transport, nursing, MCS, and ECMO, as indicated. Provider may arrange for the transportation by engaging a third-party provider.
- (2) Timely submit documentation to Facility to enable Facility to prepare and submit claims for the Services provided under this Agreement.
- (3) Comply with all applicable local, state, and federal laws, regulations, policies, procedures, and guidelines with respect to the provision of its Services.
- (4) Engage or employ clinical care employees who are certified, licensed and/or accredited throughout the term of this Agreement as required by law.

D. Acknowledgments and Responsibilities of Facility.

- (1) Facility shall grant to ECMO's MCS specialist, and to any duly licensed and qualified physician affiliated with ECMO, the necessary emergency privileges to provide services and perform procedures at Facility and for Facility's patients necessary to perform the Services.
- (2) Facility acknowledges and agrees that a physician member of Facility's medical staff has made the clinical determination that a patient is in need of the Services, and that such clinical determination is not and shall not be made by ECMO.
- (3) Facility acknowledges and agrees that the Services shall only be provided in emergency situations.
- (4) Facility acknowledges and agrees that the Services are "salvage" or rescue therapy and are not definitive treatment or care, nor are Services anticipated to improve patient's current or future condition or outcome.

SECTION V: INSURANCE

- A. Insurance. Each party shall obtain and maintain throughout the Term of this Agreement policies of general and professional liability insurance, at their sole cost and expense, covering their activities. Such coverage shall be in minimum amounts of at least one million dollars (\$1,000,000) per occurrence, and three million dollars

(\$3,000,000) in the annual aggregate.

SECTION VI: MISCELLANEOUS PROVISIONS

- A. Release; Limitation of Liability. In consideration of the services provided by ECMO as described herein, Facility, on behalf of itself, and on behalf of respective officers, directors, employees, contractors, attorneys, agents, representatives, affiliates, executors, administrators, heirs, successors, and assigns, hereby forever, finally, fully, unconditionally and completely releases, relieves, acquits, remises, and discharges, ECMO and each of its respective officers, directors, employees, contractors, attorneys, agents, representatives, affiliates, executors, administrators, heirs, successors, and assigns (the “ECMO Released Parties”), and relinquishes all rights, claims, debts, liabilities, demands, obligations, promises, acts, releases, liens, losses, costs, and expenses (including but not limited to attorneys’ fees), damages, injuries, suits, actions, and causes of action, of whatever kind or nature, whether legal or equitable, known or unknown, suspected or unsuspected, contingent or fixed, that Facility now owns or holds, heretofore owned or held or may in the future own or hold, against any ECMO Released Party by reason of any act, matter, cause or thing whatsoever done or omitted to be done in connection with or arising from ECMO’s provision of services hereunder, other than any claims arising from or related to ECMO’s gross negligence. Notwithstanding anything else in this Agreement, the maximum sum ECMO shall be liable to pay Facility shall not exceed the total compensation paid to ECMO under this Agreement for the immediately preceding six (6) months.
- B. Entire Agreement. This document represents the entire agreement between the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of the agreement are merged into this Agreement.
- C. Governing Law, Venue. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Venue for any legal action regarding this Agreement shall be in the County of Alameda, California.
- D. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply to the specific instance expressly stated.
- E. Independent Provider Status. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between any Party to this Agreement. The Provider understands and agrees that all Provider employees rendering patient care services under this Agreement are, for purposes of Workers’ Compensation liability, employees solely of the Provider and not of Facility.
- F. Partial Invalidity. If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

G. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

FACILITY: Natividad Medical Center of Salinas a California Hospital. 1441 Constitution Blvd, Salinas, CA 93901	PROVIDER: ECMO PRN LLC, a California limited liability company
<u>Craig Walls</u> <small>Craig Walls (Apr 11, 2024 10:51 PDT)</small> Name: Craig Walls Its: Administrative Representative Dated: 03/29/2024	<u>Jason Chan</u> <small>Jason Chan (Apr 11, 2024 10:51 PDT)</small> Name: Jason Chan, RN Its: CEO Dated: 03/29/2024

Facility's physician staff member ordering the Services hereby acknowledges and agrees to Sections D.2., D.3., and D.4. of this Agreement.

Signature: Chad Medawar, D.O.
Chad Medawar, D.O. (Apr 6, 2024 06:32 PDT)

Print Name: Chad Medawar, D.O. 06/04/24

**EXHIBIT A
FEE SCHEDULE**

1. ECMO-2-GO with Physician Scheduling Services	\$35,000.00
2. ECMO-2-GO without Physician Scheduling Services	\$30,000.00
3. ECMO Transport	\$25,000.00
4. MCS Transport (IABP, IMPELLA, VAD)	\$20,000.00
5. MCS Support Specialist	\$200.00/hour
6. Critical Care Transport Mileage Fee	\$25.00/mile
7. Cancellation Fee	\$1,500.00
8. Identification of Transferee Facility	\$1,000.00

This Fee Schedule is current as of April 1, 2019.