

**AMENDMENT NO. 9
TO SERVICES AGREEMENT
BETWEEN TOTAL RENAL CARE, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
ACUTE DIALYSIS SERVICES**

This Amendment No. 9 to the 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, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through June 30, 2023 for a revised term of Agreement (July 1, 2019 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 revised total Agreement amount not to exceed \$2,349,734; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to allow for services to continue with no change to the term of Agreement (July 1, 2019 through June 30, 2023) or scope of work with a \$2,426,223 increase for a revised total Agreement amount not to exceed \$4,775,957; and

WHEREAS, the Parties amended the Agreement via Amendment No. 3 to extend the term for an additional one (1) year period through June 30, 2024 for a revised term of Agreement (July 1, 2019 through June 30, 2024) to allow for services to continue and replace Exhibits D-1 and D-2 with Exhibit D-3, with no changes to the total Agreement amount of \$4,775,957; and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 with no change to the term of Agreement (July 1, 2019 through June 30, 2024) or scope of work and to add an additional \$900,000 for a revised total Agreement amount not to exceed \$5,675,957; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 to extend the term for an additional three (3) months through September 30, 2024 for a revised term of Agreement (July 1, 2019 through September 30, 2024) to allow for services to continue with no changes to the scope of work, billing rates, or to the total Agreement amount of \$5,675,957; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to extend the term for an additional two (2) months through November 30, 2024 for a revised term of Agreement (July 1, 2019 through November 30, 2024) to allow for services to continue with no changes to the scope of work, billing rates, or to the total Agreement amount of \$5,675,957; and

WHEREAS, the Parties amended the Agreement via Amendment No. 7 to extend the term for an additional two (2) months through January 31, 2025 for a revised term of Agreement (July 1, 2019 through January 31, 2025) to allow for services to continue with no changes to the scope of work, billing rates, or to the total Agreement amount of \$5,675,957; and

WHEREAS, the Parties amended the Agreement via Amendment No. 8 to extend the term for an additional two (2) months through March 31, 2025 for a revised term of Agreement (July 1, 2019 through March 31, 2025) to allow for services to continue with no changes to the scope of work, billing rates, or to the total Agreement amount of \$5,675,957; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 9 with no change to the term of Agreement (July 1, 2019 through March 31, 2025) or scope of work and to add an additional \$400,000 for a revised total Agreement amount not to exceed \$6,075,957; and

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 and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 /Paragraph 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 As Per Amendment No. 3 Fee Schedule. The fee schedule set forth in Exhibit D-3 As Per Amendment No. 3 Fee 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 six million seventy-five thousand and nine hundred fifty-seven dollars (\$6,075,957). 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.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 9 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8.
3. A copy of this Amendment No. 9 shall be attached to the Agreement.
4. This Amendment No. 9 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. 9 on the basis set forth in this document and have executed this Amendment No. 9 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
Monterey County Deputy County Counsel

Date: 3/4/2025 | 7:25 PM PST

APPROVED AS TO FISCAL PROVISIONS

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

Date: 3/5/2025 | 9:05 AM PST

CONTRACTOR

Total Renal Care, Inc.
CONTRACTOR's Business Name
See instructions below

DocuSigned by:
By: Tim Souza
(Signature of: Chair, President, or Vice-President)

Tim Souza Division Vice President
Name and Title

Date: 2/11/2025

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

Stephanie Berberich Secretary, Total Renal Care
Name and Title

Date: 2/11/2025

*****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).