

## IN-HOSPITAL DIALYSIS AND APHERESIS SERVICES AGREEMENT

This In-Hospital Dialysis and Apheresis Services Agreement (“**Agreement**”), effective July 1, 2025 (“**Effective Date**”), is by and between Haemo-Stat, Inc., dba Haemo-Stat Acute Services, a California Corporation (“**Company**”) and County of Ventura (“**Hospital**”), on behalf of itself and the hospital facility(ies) set forth in Section 3 below.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ENGAGEMENT**. Hospital hereby engages Company to perform the in-hospital dialysis and apheresis treatments listed on Exhibit A (“**Services**”) for patients of Hospital (“**Patients**”) in accordance with the terms and conditions set forth herein.

2. **TERM**. The term of the Agreement shall begin on the Effective Date and shall continue for three (3) years July 1, 2025 through June 30, 2028 (“**Initial Term**”), unless sooner terminated as provided herein. The Agreement shall automatically renew for consecutive 1-year periods (each, a “**Renewal Term**”) unless either party provides written notice of non-renewal to the other no less than 90 days prior to the expiration of the then-current Initial Term or Renewal Term.

3. **SCOPE**. Hospital owns and operates the following licensed hospital facilities (each, a “**Facility**” and collectively, “**Facilities**”), which are the subject of the Agreement:

<b>Hospital Facility(ies)</b>	
<b>Hospital Facility Name</b>	<b>Hospital Facility Address</b>
Ventura County Medical Center, Ventura Campus	300 Hillmont Avenue Ventura, CA 93003
Ventura County Medical Center, Santa Paula Campus	825 N 10th Street Santa Paula, CA 93061

4. **SERVICES**. Company shall provide Services to Patients at scheduled times mutually agreed upon by Company and Hospital with respect to each Patient.

4.01 **Treatment Orders**. Company shall provide Services to Patients in accordance with the written treatment orders of licensed attending physicians, each of whom is duly credentialed by Hospital and in good standing on Hospital’s medical staff (“**Approved Physician**”).

4.02 **Company Staff**. Services shall be performed by non-physician employees or contractors of Company (“**Company Staff**”).

4.03 **REPRESENTATIONS AND WARRANTIES**

a. Contactor represents and warrants that Contractor is not, and during the term of this Contract shall not be: (a) suspended or excluded from

participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.

- b. Contractor shall notify County immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Contract, County shall have the right to immediately terminate this Contract for any breach of any of the foregoing representations and warranties.

5. DUTIES OF HOSPITAL.

5.01 Hospital's Patients. Hospital retains full medical responsibility for Patients at all times, including during the provision of Services, and shall supervise Patients accordingly.

5.02 Approved Physician. Hospital is responsible for providing an Approved Physician and ensuring that each Approved Physician orders treatments in accordance with Section 5.04. Hospital represents and warrants that:

- a. Each Approved Physician who prescribes and directs Services is (i) licensed and registered to engage in the practice of medicine under the laws of the state/commonwealth in which Hospital is located and that neither such license nor registration has been temporarily or permanently surrendered, suspended, revoked, or restricted and (ii) credentialed by Hospital and a member in good standing on Hospital's medical staff with privileges in accordance with Hospital bylaws, rules, regulations, procedures, and policies.
- b. Each Approved Physician shall prescribe and direct Services in a competent, professional, and ethical manner in accordance with prevailing standards of medical practice and in compliance with all applicable statutes, regulations, rules, orders, and directives of applicable governmental and regulatory bodies.
- c. At least quarterly, and at any time upon Company's request, Hospital shall provide to Company a written list of all Approved Physicians who may prescribe Services at Hospital. Hospital shall immediately inform Company in writing of any change to the list of Approved Physicians and shall prohibit any physician who is not an Approved Physician from ordering Services.

- d. In the event no Approved Physician is physically present in Hospital, Hospital shall establish a mechanism whereby an Approved Physician can be contacted and can provide orders for emergency Services.
- 5.03 Treatment Area Efficiencies. Hospital will use good faith, reasonable efforts to (a) establish and utilize locations permitting more than one Patient to receive treatment simultaneously, such as a dedicated dialysis treatment location (“**Dialysis Suite**”) or semi-private Patient rooms and (b) minimize delays in the transport of Patients to and from the Dialysis Suite or other treatment area.
- 5.04 Preparing for Services. Prior to Company’s provision of Services, Hospital shall ensure that an Approved Physician examines each Patient to determine whether such Patient is a candidate for Services and prescribes the appropriate treatment by written order. Hospital shall inform its Approved Physicians and any additional relevant Hospital medical personnel of the criteria set forth in this section and its subsections.
- a. A Patient is ready to begin treatment by Company when all the following conditions are met:
    - i. Company has received an Approved Physician’s order for Services;
    - ii. Hospital has obtained proper Patient consent for Services in accordance with its policies and has provided it to Company;
    - iii. Hospital has provided to Company documentation of applicable authorizations, Patient information (including, but not limited to, pre- and post-treatment weights), diagnostic test results, laboratory reports, and clinical diagnosis;
    - iv. Patient has a functioning access for treatment; and
    - v. Patient has been transported by Hospital to the appropriate treatment area to receive Services from Company Staff.
  - b. Hospital shall not contact Company to schedule Services for a Patient until Hospital can provide items (i), (ii), and (iii) of this section to Company. If Hospital maintains any documentation referenced in subsections (i), (ii), or (iii) in electronic form, Hospital shall provide Company Staff direct electronic access or shall make Hospital staff available to provide such documentation to Company Staff. If questions arise from or relating to any documentation required by this section, Company may delay treatment.
- 5.05 Equipment and Supplies Provided by Hospital. Hospital shall provide the equipment and supplies as agreed between the parties. In the event any such item is unavailable, Hospital shall provide equivalent substitute products acceptable to Company and consistent with Section 5.10.

- 5.06 Space for Use by Company in Hospital. Hospital shall provide Company with treatment and storage space suitable for the administration of Services and the storage of equipment and supplies.
- a. Company determines the sufficiency and suitability of treatment and storage spaces.
  - b. Storage space shall be in a single location, adjacent to or in reasonable proximity to the location where Services are provided, and capable of being locked. Such storage space shall include a clean sink, a dirty sink, and accessible electricity.
  - c. Hospital shall provide and maintain a dedicated computer in the treatment space for use by Company Staff (“**Computer**”). Hospital shall provide internet access of the most current technology available at Hospital for use of Computer and Company-supplied devices.
  - d. Company may have supplies for its exclusive use shipped directly to Hospital and is responsible for communication with related vendors. Hospital shall follow its procedures and practices in accepting such deliveries. Hospital shall timely deliver the supplies to the designated storage space.
- 5.07 Transport. Hospital is responsible for transporting Patients to and from the treatment space.
- 5.08 Utilities. Hospital shall provide all utilities needed by Company to administer Services, including but not limited to, electricity, heat, air conditioning, and water acceptable for the provision of Services.
- 5.09 Medications. Hospital shall provide all medications prescribed by an Approved Physician.
- 5.10 Safety of Company Staff. Hospital is responsible for providing a safe working environment for Company Staff, including but not limited to the following: (a) taking adequate security measures concerning violent or difficult patients and/or visitors; (b) providing an eyewash station consistent with Occupational Safety and Health Administration (“**OSHA**”) requirements; and (c) protecting against communicable diseases, including but not limited to, providing (and fit testing, as necessary) full personal protective equipment (“**PPE**”). Such PPE shall include all PPE that Company deems clinically appropriate for Company Staff to maintain compliance with Company’s then-applicable infection control policies, including but not limited to, National Institute for Occupational Safety and Health-approved particulate filtering facepiece respirators, such as N95.
- 5.11 Support. Hospital shall provide maintenance, security, communications, pharmacy, access to emergency response systems, and other reasonably necessary

support that it provides throughout Hospital and to Hospital's employees and patients.

5.12 Access to Facilities. Hospital shall ensure that, while on duty at Hospital, Company Staff has access to restrooms, cafeteria facilities, free parking, and other services and facilities available to Hospital's staff.

5.13 Billing Payors. Hospital shall bill Medicare, Medicaid, other third-party payors, and self-pay Patients for Services in accordance with all applicable laws, rules, and regulations and shall properly disclose the nature and manner of Company's Services on any required reports.

5.14 Marketing. Hospital is a customer of Company, and Company may use Hospital's name and likeness for commercial and marketing purposes.

6. FEES AND BILLING.

6.01 Charges. As of the Effective Date, Hospital shall pay to Company the rates and fees set forth on Exhibit A for Services performed (collectively, "**Charges**").

6.02 Annual Escalation of Charges. The Charges shall increase by 3% on each anniversary of the Effective Date.

6.03 Payment Terms.

a. Hospital shall pay to Company all Charges owed within 30 days of receiving an invoice from Company. Hospital shall not make payment in a manner that would cause Company to incur a transactional charge or fee.

b. If Hospital in good faith disputes any item on an invoice from Company, Hospital must inform Company of such dispute within 21 days of receiving such invoice. All undisputed items shall be paid in the manner outlined in Section 6.03(a). If Hospital informs Company of any disputed item(s), Company will in good faith review such disputed item(s) and determine whether any correction is required. If a correction is required, Company will provide Hospital a revised invoice. If Company determines no correction is required, Company shall notify Hospital with explanation, and Hospital shall pay all amounts related to the reviewed dispute within 30 days of receiving such notification. If Hospital disagrees with Company's determination, it shall notify Company within 21 days of receiving Company's determination, and the parties shall engage in good faith discussions to resolve the dispute.

c. At Company's election, all past due amounts shall accrue interest at 1.5% per month.

6.04 Patients and Third-Party Payors. Company will submit invoices only to Hospital and will not submit invoices to any Patient or any other third-party. Company

does not represent or warrant that Hospital will receive reimbursement for Services. Hospital must bill any third-party for Services, using its own billing practices and procedures. Payment of amounts due by Hospital hereunder is not contingent upon Hospital's collections from Patients or third-party payors. Hospital is responsible for acquiring any required pre-authorizations for Services from applicable third-party payors.

- 6.05 Failure to Pay. If Hospital fails to pay all amounts when due, Company may terminate the Agreement as provided in Section 7.04, and Hospital waives any rights to seek injunctive relief, amend, modify, continue, or otherwise extend Company's provision of Services. Hospital shall pay all costs, including but not limited to, reasonable attorneys' fees and court costs incurred by Company in the collection of amounts due under the Agreement.
- 6.06 Fair Market Value; Fraud & Abuse. The parties represent that amounts paid to Company hereunder are fair market value as determined by the parties through good-faith, arms-length bargaining, and are consistent with the value of similar services. No amount charged or paid has been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under any public healthcare program. The amounts charged under the Agreement do not include any discount (unless explicitly set forth in the Agreement), rebate, kickback, or other reduction in charge. The parties expressly agree that nothing contained in the Agreement shall require Hospital or physicians to refer or admit any patients to any Company-affiliated facility or business or to order any Services from Company or its affiliates. Neither party will conduct itself in a manner as to violate any federal or state physician self-referral or anti-kickback laws.
- 6.07 Discounts; Disclosures. Prices invoiced for the goods, services, supplies, and equipment provided under the Agreement reflect the net value of any negotiated discounts. Any discounts, rebates, or deductions from Company's list price of other concessions received by Hospital from Company are "Discounts or Other Reductions in Price" under 42 U.S.C. Section 1320a-7b(b)(3)(A). The parties shall comply with all laws and regulations regarding reporting any discount, rebate, or other concessions in the fiscal year in which they were earned or the year after and shall report any discount, rebates, or other concessions. To the extent available, Company will provide additional information requested by the applicable federal or state health care program to assist Hospital in meeting its reporting requirement.

## 7. TERMINATION.

- 7.01 Mutual Termination. The Agreement may be terminated upon mutual written agreement of Hospital and Company.

7.02 For Cause Termination. Either party may terminate the Agreement at its option for any of the reasons set forth below:

- a. A material breach of the Agreement that is not cured within 30 days of written notice from the non-breaching party describing such breach;
- b. Bankruptcy, receivership, or dissolution of either party or either party making an assignment for the benefit of creditors;
- c. Failure to obtain consent of the other party in the event of an assignment; or
- d. A party becomes debarred, excluded, or otherwise ineligible for participation in a federal or state health program.

7.03 Without Cause Termination. Either party may terminate the Agreement without cause or penalty at any time by providing 90 days' prior written notice to the other.

7.04 Termination by Company. Company may terminate the Agreement for any of the reasons set forth below upon written notice to Hospital, which will specify the effective date of such termination:

- a. For non-payment of monies owed, including failure to pay undisputed Charges as set forth in Section 6; or
- b. Failure of Hospital to comply with Section 5.10.

7.05 Following termination of the Agreement, Company shall have no obligation to provide Services to Patients of Hospital. Termination of the Agreement shall not release Hospital from paying Company any amounts due and owing to Company for Services rendered prior to termination.

## 8. COVENANTS RELATED TO BUSINESS INTERESTS.

8.01 Exclusive Source of Services. In consideration of the resources Company must dedicate to perform under the Agreement, Hospital shall not contract with or allow any other entity, facility, or individual to perform Services listed on Exhibit A and shall not perform Services listed on Exhibit A itself without the prior written consent of Company, which shall not be unreasonably withheld.

8.02 Confidentiality. Throughout the term of the Agreement and/or at any time thereafter, each party shall not use or disclose to any entity, person, firm, or corporation any information known by that party to be confidential or trade secrets of the other party or its affiliates.

- a. California Public Records. Notwithstanding the foregoing, Company acknowledges and agrees that this Agreement is subject to and governed

by California law regarding public records, and, to the extent necessary to ensure compliance with the requirements of applicable California law, Hospital will make this Agreement available for review and inspection by the public. Hospital shall promptly notify Company in writing within 5 days of receiving a request for the disclosure of any information related to this Agreement that Company claims or has claimed to be confidential or proprietary, including but not limited to Company's pricing, programs, services, business practices or procedures. Upon receipt of such notice, Company shall immediately notify Hospital of its intention to seek injunctive relief in a California court for protective order and Hospital agrees to withhold any requested confidential or proprietary information until the request for injunctive relief is resolved.

8.03 Equitable Relief.

[REDACTED] Each party shall have and may pursue all remedies at law and in equity and, without limiting the generality of the foregoing, may sue for injunctive relief.

[REDACTED] In the event a court of competent jurisdiction determines that the foregoing restrictions are unreasonable, then the restrictions shall be reduced by the court to the extent necessary to be enforced by the court.

9. INDEPENDENT CONTRACTOR RELATIONSHIP.

9.01 Company Is An Independent Contractor of Hospital. With respect to all work, duties, and obligations under the Agreement, Company is an independent contractor of Hospital, and Company Staff are employees or contractors only of Company. No individual staff or personnel provided by Company is a contractor, employee, agent, borrowed servant, joint venturer, or partner of or with Hospital.

9.02 Company Authority Over Company Staff. Hospital has no right to control the details, manner, or methods by which Company performs Services. Company has sole responsibility for the supervision and control of Company Staff and the administration of Services consistent with Approved Physicians' orders.

9.03 Taxes. Each party and its employees shall be solely responsible for the payment of taxes, assessments, interest, and penalties of whatever kind assessed by any governmental agency or entity, pertaining to monies earned by, collected by, paid to, or charged by that party for Services rendered at Hospital and shall defend, indemnify, and hold the other party harmless.

10. GENERAL PROVISIONS.



- 10.1 Business Review Committee. The parties shall mutually establish a joint review committee (“**Quarterly Business Review Committee**”) to review and discuss business, operational, clinical quality, and performance improvement components of the Agreement. Company and Hospital shall each appoint two representatives (or more, upon mutual agreement) to the Quarterly Business Review Committee, which representatives shall include Hospital leadership with decision-making authority. The Quarterly Business Review Committee shall convene quarterly at mutually agreeable dates and times.
- 10.2 Insurance. Each party shall maintain, at its own expense, in full force and effect throughout the term of the Agreement, the following: (a) a policy of comprehensive general liability insurance and professional liability insurance covering it and its staff, each having a combined single limit of not less than \$1,000,000 per occurrence; (b) \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage, or claim arising out of the performance of that party’s obligations under the Agreement; (c) workers’ compensation insurance on its employees to the extent required by law; and (d) cyber insurance with limits of not less than \$5 million. Upon request, each party shall provide the other party certificates evidencing such insurances. Each party shall maintain any insurance required under the Agreement for a period of not less than 3 years following the termination of the Agreement if underwritten on a claims-made basis. Each party may provide insurance coverage set forth in this section through self-insurance.
- 10.3 Cooperation. Each party has independent obligations under the Agreement; nonetheless, the parties shall cooperate with one another in the fulfilment of their respective, separate obligations.
- 10.4 Compliance. The Agreement shall be construed in a manner consistent with all applicable federal and state laws, including without limitation, Medicare, Medicaid, the Health Insurance Portability and Accountability Act (“**HIPAA**”), and other federal and state statutes and regulations and the principles and interpretations related thereto. The parties intend to comply with the applicable provisions of 42 U.S.C. 1320a-7b(b), as such provisions may be amended from time to time and intend that the Agreement meets the requirements of the personal services and management contract safe harbor to the federal anti-kickback statute as set forth in 42 C.F.R. Part 1001.952(d). The parties shall comply with all applicable ordinances, statutes, regulations, directives, orders, and other lawful enactments or pronouncements of any federal, state, municipal, local, or other lawful authority. For the avoidance of doubt, the parties shall perform their respective duties and obligations under the Agreement in accordance with applicable standards of applicable federal, state or local agencies, the standards of the applicable Accrediting Agencies. Subject to applicable laws, regulations, and the terms of the Agreement, and in accordance with Sections 5.13 and 6.04, the parties shall perform their respective duties and obligations under the Agreement in accordance with applicable standards of applicable public and private third-party payers, including, without limitation, Medicare and Medi-Cal. Except as

otherwise stated herein, the parties shall perform their respective duties and obligations under the Agreement in accordance with applicable Hospital policies, bylaws, rules and regulations, provided that (a) they are communicated by Hospital to Company in writing, (b) they are not in conflict with Company's policies, bylaws, rules, and regulations, (c) they are not in conflict with the requirements, recommendations, and standards of Accrediting Agencies, and (d) there is no conflict with Company's status as an independent contractor as set forth in Section 9. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.

- 10.5 Shared Values. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Company upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. Company upholds these values in its own operations, as well as in its relationships with business partners. Company's continued success and reputation depend on a common commitment to act accordingly. Together with Company, Hospital is committed to upholding these fundamental values by adherence to applicable laws and regulations. In addition, Company acknowledges that Hospital is subject to its own Code of Conduct and the parties are similarly committed to upholding the values and business practices as stated therein.
- 10.6 Affirmative Action. The provisions of 41 C.F.R. §60-1.4, §60-300.5 and §60-741.5(a), pertaining to affirmative action obligations, are incorporated herein by reference.
- 10.7 Reports and Records.
- a. Company shall provide all reports and records reasonably agreed upon and required by Hospital and Approved Physicians pertaining to Services, including a record of treatment for each Service provided. Such reports and records, as applicable, shall become part of each Patient's medical record and the property of Hospital.
  - b. Company shall receive and may retain a copy of all items referenced in Section 5.04(a)(i)-(iii) and all other pertinent documentation that supports medical necessity for Services. Company Staff shall have immediate access to Hospital's medical records and laboratory reports of Patients for the purpose of treatment and care.
  - c. Hospital shall permit Company Staff to access Company's charting tool(s) through Computer and/or Company devices.
  - d. Company may enter treatment-related information into Hospital's medical records system for clinical purposes but will not enter any billing information or information intended to be used for Hospital's billing purposes into Hospital medical record system.

- e. Billing records shall be independently maintained by both parties as required by the rules and regulations of Medicare and Medicaid, commercial third-party payors, and/or other health benefit plans.
- f. Company may use de-identified data gathered in the course of providing Services for research, publication, internal education, quality improvement, and marketing.

10.8 Books and Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act), as amended, and the regulations promulgated thereunder, the books and records of Company necessary to certify the nature and extent of costs associated with Company's performance of services under the Agreement shall be preserved by Company for such period of time as provided by law so as to be available for and subject to inspection by appropriate agencies of the United States. In addition, if Company uses the services of a related organization to provide Services, Company will require such related organization to preserve and make available its books and records to the same extent Company is so required. If the Agreement is not subject to the provisions of Section 952 or regulations promulgated thereunder, this section shall be null and void. The provisions of this section shall survive the expiration or termination of the Agreement.

10.9 Notices. All notices under the Agreement shall be in writing to the addresses listed below and (a) sent with tracking by nationally recognized courier service or United States Postal Service mail or (b) hand-delivered with documentation of receipt. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

Notice to Company:

Haemo-Stat, Inc. dba Haemo-Stat Acute Services  
 920 Winter Street  
 Waltham, MA 02451-1457  
 Attn: Legal Department (Inpatient Services)

Notice to Hospital:

County of Ventura  
 800 South Victoria Ave.  
 Ventura, CA 93009  
 Attn: GSA Procurement

10.10 Governing Law. The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California in which Hospital is located without respect to its conflicts of laws rules.

10.11 Force Majeure. Company shall not be liable for any costs or damages or be deemed in default for any delay, failure, or interruption in performance of its duties or obligations under the Agreement, resulting directly or indirectly from the following: any acts of God, civil or military authority, acts of a public enemy, terrorism, war, civil disobedience, riots, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by its employees or independent contractors, shortages of labor

or materials, pandemics, epidemics, quarantines, other health crises (including but not limited to, travel advisories issued by the U.S. Department of State, World Health Organization, Centers for Disease Control, or other governmental or international agencies), or any similar cause beyond its reasonable control. Notwithstanding the foregoing, Company shall use commercially reasonable efforts to perform its duties and obligations under the Agreement.

10.12 Indemnification. Each party (“**Indemnifying Party**”) agrees to indemnify and hold harmless the other party, its officers, directors, shareholders, agents, and employees (collectively, “**Indemnified Party**”) against all liability, claims, damages, suits, demands, expenses, and costs of every kind (including but not limited to, court costs and reasonable attorneys’ fees), arising out of or in consequence of the Indemnifying Party’s breach of the Agreement, and of the negligent errors and omissions or willful misconduct of the Indemnifying Party, its agents, servants, employees, and independent contractors (excluding the other party) in the performance of or conduct related to the Agreement. The provisions of this section shall survive the expiration or termination of the Agreement.

- a. If seeking indemnification, the Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim, lawsuit, or demand for payment asserted against the Indemnified Party for which indemnification is sought and shall promptly deliver to the Indemnifying Party a true copy of any document or material of any kind by which such claim is asserted. The Indemnified Party, its agents, representatives, and employees shall cooperate fully with the Indemnifying Party at all times during the pendency of the claim or lawsuit. If the Indemnified Party fails to notify the Indemnifying Party promptly in writing or fails to cooperate in a timely manner with the Indemnifying Party, the Indemnifying Party’s duties under this section shall be void and of no force and effect.
- b. When the Indemnifying Party accepts its indemnification obligation without a reservation of any rights, the Indemnifying Party may control the investigation, trial, and defense of such lawsuit or action, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. Notwithstanding the foregoing, a settlement involving any obligation on the part of the Indemnified Party shall not be binding without the prior written approval of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party may participate in the investigation, trial, defense, and appeal of such lawsuit or action at its own cost.

10.13 Limitation of Liability. No party hereto shall be liable to the other party for any lost profits (whether direct or indirect) or for consequential, indirect, incidental, or special damages caused by breach of the Agreement.

10.14 Assignment. The Agreement shall be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of Company and

Hospital. Neither Hospital nor Company shall assign the Agreement in whole or in part without the written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed. Without Hospital's consent, Company's performance under the Agreement may be carried out by an affiliated entity which, directly or indirectly, is under common ownership as Company. The Agreement shall be enforceable by or against any permitted assigns hereunder. Any attempted assignment of the Agreement in violation of this section is void and may be grounds for termination under Section 7.02.

- 10.15 Merger, Waiver, and Modification. The Agreement contains the entire agreement of the parties with respect to its subject matter and as of the date the Agreement is fully executed, supersedes all previous and contemporaneous agreements and understandings, expressed, implied, oral, or written, between the parties with respect to the subject matter hereof. The failure of either party to insist on strict performance of the provisions of the Agreement or to take advantage of any of its rights shall not be construed as a waiver of such provision or of any other default of the same or similar nature. No waiver, modification, or change of any of its provisions shall be valid unless in writing and signed by the parties. One party's waiver of any default by the other party of any provision of the Agreement is not a waiver of any other default and shall not affect the right of that party to require performance of the defaulted provision at any future time. All representations in this section survive the execution and delivery of the Agreement.
- 10.16 Severability. If a court of competent jurisdiction finds any term or provision of the Agreement invalid, illegal, or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of the Agreement. Such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable while preserving to the fullest extent permissible the intent and agreements of the parties. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification. However, if the modification materially deprives a party of the benefits of the Agreement, then such party may terminate the Agreement immediately by written notice to the other party.
- 10.17 Attachments; Priority of Documents. All attachments to the Agreement, including but not limited to, exhibits and addenda, are incorporated herein by reference and made a part of the Agreement. If any provision of any attachment conflicts with or is contrary to the Agreement, the provisions of any attachment shall have priority over the provisions of the Agreement.
- 10.18 Joint Effort; Headings. The preparation of the Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other. The headings of sections in the Agreement are for convenience only and shall not affect or limit the interpretation of its provisions.

- 10.19 Counterparts; Electronic Execution. The Agreement may be executed in counterparts with the same effect as if each party had signed the same document. Such executions may be transmitted by facsimile, email, or other electronic transmission and are to be deemed for all purposes to have been executed and delivered by that party to the other party.
- 10.20 Survival. Those provisions of the Agreement that by their nature are intended to survive termination or expiration of the Agreement shall so survive.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have duly executed the Agreement as of the dates written below.

**HOSPITAL**

**County of Ventura**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMPANY**

**Haemo-Stat, Inc.  
dba Haemo-Stat Acute Services**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory  
Date: \_\_\_\_\_

**EXHIBIT A**

*Charges*

Ventura Campus & Santa Paula Campus

Regular Business Hours Rates	
Hemodialysis	
Hemodialysis 1:1	
Hemodialysis Multi	
Advanced Renal Replacement	
Continuous Renal Replacement Therapy (CRRT)	
CRRT Rate	
Cartridge change	
Daily supervision visit	
Peritoneal Dialysis	
Continuous Ambulatory Peritoneal Dialysis (CAPD)	
Continuous Cycling Peritoneal Dialysis (CCPD)	
Apheresis	
Therapeutic Plasma Exchange	