

ELEVENTH AMENDMENT TO AGREEMENT FOR NEPHROLOGY / DIALYSIS SERVICES

This Eleventh Amendment to the Agreement for Nephrology/Dialysis Services (“**Amendment**”) is by and between Haemo-Stat, Inc. d/b/a Haemo-Stat Acute Services (“**Contractor**”), and County of Ventura (“**County**”).

WHEREAS, Contractor and County are parties to that Agreement for Nephrology/Dialysis Services effective October 1, 2013, as amended by that First Amendment effective April 1, 2014, and by that Second Amendment effective October 1, 2016, and by that Third Amendment effective July 1, 2017, and by that Fourth Amendment effective February 2, 2018, and by that Fifth Amendment effective March 1, 2018, and by that Sixth Amendment effective June 1, 2018, and by that Seventh Amendment effective July 1, 2020, and by that Eighth Amendment effective October 1, 2020, and by that Ninth Amendment effective January 1, 2021, and by that Tenth Amendment effective January 26, 2021 (collectively, “**Agreement**”); and

WHEREAS, the parties wish to amend the Agreement by the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and further good and valuable consideration, the parties agree to amend the Agreement as follows:

1. **EFFECTIVE DATE.** This Amendment is effective on September 12, 2023 (“**Effective Date**”).
2. **DEFINED TERMS.** Unless otherwise indicated herein, the parties agree that terms used herein without further definition shall have the same meanings ascribed to them in the Agreement.
3. **MAXIMUM PAYMENT.** Attachment II of the Agreement is amended by deleting the paragraph beginning with the phrase “The maximum amount” in its entirety, and replacing it with the following:

“The maximum amount to be paid under the Agreement is Three Million Six Hundred Fifty Thousand and 00/100 Dollars (\$3,650,000.00) for the period from January 1, 2021, through December 31, 2023. County understands that, should Services provided surpass the foregoing maximum amount, Contractor may cease providing Services until such time as County has obtained approval from its Board of Supervisors to increase the foregoing maximum amount and County shall use its best efforts to obtain such approval.”
4. **NOTICE PROTOCOL.** The parties acknowledge and agree that notwithstanding anything to the contrary in the Agreement, notice given by a nationally recognized courier service with confirmation of delivery or return receipt requested shall be deemed properly served upon receipt.
5. **NOTICE TO CONTRACTOR.** As of the Effective Date of this Amendment, notice to Contractor shall be made as follows:

Notice to Contractor:
Haemo-Stat, Inc.
920 Winter Street

Waltham, MA 02451-1457
Attention: Law Department (Inpatient Services)

6. RECITALS. The whereas clauses in this Amendment are not merely precatory, but are specifically agreed to by the parties, and are fully incorporated into and constitute a substantive part of the Agreement.
7. SHARED VALUES. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Contractor 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. Contractor upholds these values in its own operations, as well as in its relationships with business partners. Contractor's continued success and reputation depends on a common commitment to act accordingly. Together with Contractor, County is committed to uphold these fundamental values by adherence to applicable laws and regulations.
8. AUTHORIZED SIGNATURE; COUNTERPARTS. This Amendment shall not be deemed accepted unless and until an authorized representative of Contractor and County has signed this Amendment. No other act or writing by an agent, employee, officer or director of Contractor or County shall cause this Amendment to be a valid, effective or binding contract on Contractor or County. This Amendment may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. Such executions may be transmitted by facsimile, e-signature, 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.
9. INCONSISTENCY. Except to the extent inconsistent with the terms and conditions contained herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict, inconsistency, or incongruity between any provision of this Amendment and the Agreement, the provisions of this Amendment shall govern and control.
10. JOINT EFFORT. The preparation of this Amendment 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.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties' duly authorized representatives have caused this Amendment to be executed on the dates written below.

COUNTY:

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Name: _____

Title: Authorized Signatory

Date: _____