

EIGHTH AMENDMENT TO AGREEMENT

This Eighth Amendment to Agreement (the “Eighth Amendment”) is entered into by and between Haemo-Stat, Inc. d/b/a Haemo-Stat Acute Services (“CONTRACTOR”), an affiliate of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America, 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 on April 1, 2014, that Second Amendment effective on October 1, 2016, that Third Amendment effective on July 1, 2017, that Fourth Amendment effective on February 2, 2018, that Fifth Amendment effective on March 1, 2018, that Sixth Amendment effective on June 1, 2018 and that Seventh Amendment effective on August 6, 2019 (collectively, the “Agreement”); and

WHEREAS, CONTRACTOR and COUNTY wish to amend the Agreement subject to the following terms and conditions;

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

1. Unless otherwise indicated herein, the effective date of this Eighth Amendment is October 15, 2019.
2. Unless otherwise indicated herein, the parties agree that terms used herein without further definition shall have the same meanings ascribed to them as in the Agreement.
3. The last paragraph of Attachment II is hereby amended and restated in its entirety as follows:

The maximum amount to be paid under the Agreement is (i) \$838,000 for the period from July 1, 2017 through June 30, 2018, (ii) \$864,000 for the period from July 1, 2018 through June 30, 2019 and (iii) \$890,000 for the period from July 1, 2019 through June 30, 2020. COUNTY understands that, should Services provided surpass the foregoing maximum amounts, CONTRACTOR may cease providing Services until such time as COUNTY has obtained approval from its Board of Supervisors to increase the foregoing maximum amounts and COUNTY shall use its best efforts to obtain such approval.

4. 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.
5. The preparation of this Eighth 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.

6. In the event of any conflict, inconsistency, or incongruity between any provision of this Eighth Amendment and any provision of the Agreement, the provisions of this Eighth Amendment shall govern and control.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Eighth Amendment.

CONTRACTOR:
Haemo-Stat, Inc.

COUNTY:
County of Ventura

Print Name: _____
Title: _____
Date: _____

Print Name: _____
Title: _____
Date: _____