



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2
(ID # 24970)

MEETING DATE:
Tuesday, May 21, 2024

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of Amendment No.1 to the Professional Service Agreement with DVA Renal Healthcare, Inc. for Hemodialysis Treatment Services for 3 years, effective May 21, 2024 through May 20, 2027, All Districts. [Total Amendment Cost \$12,000,000, up to \$1,200,000 in additional compensation, 100% Hospital Enterprise Fund – 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No.1 to the Professional Service Agreement with DVA Renal Healthcare, Inc. for Hemodialysis Treatment Services to extend the period of performance for 3 years effective May 21, 2024 through May 20, 2027, increase the total aggregate maximum compensation amount for the Agreement by \$12,000,000, and authorize the Chair of the Board to sign the Amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) to issue a Purchase Order for any goods and/or services rendered (b) sign amendments that may include modifications to the scope of services that stay within the intent of the agreement (c) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the agreement.


ACTION:Policy


Jennifer Crutshaw, Chief Executive Officer – Health System 5/9/2024

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 21, 2024
xc: RUHS-Medical Center

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year	Total Cost:	Ongoing Cost
COST	\$333,333	\$4,000,000	\$12,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 15, 2020, a new three-year Agreement was approved by the Board of Supervisors (Board), allowing DVA Renal Healthcare, Inc. (DVA) to provide acute inpatient hemodialysis services for the Riverside University Health System - Medical Center (RUHS-MC). The total aggregate compensation included within that Agreement was \$7,034,748 and was effective February 1, 2021, through January 31, 2024. Approval of this First Amendment would allow RUHS-MC to continue utilizing DVA for acute inpatient hemodialysis services.

DVA is a subsidiary of DaVita, Inc. and is accredited by the Joint Commission. The quality of care that DVA provides has resulted in improved services and patient care. DVA has been successful in the implementation of a new dialysis service to RUHS-MC called Continuous Renal Replacement Therapy (CRRT). In addition, DVA also provides the mandated (CRRT) training to RUHS-MC ICU Nursing Staff that is required to assist in rendering (CRRT) therapy.

DVA continues to be an active participant in building strategies in renal care oversight. Their continued partnership with RUHS-MC and DVA's robust knowledge of RUHS-MC policies and procedures have attributed to building best practices for acute inpatient renal care. DVA's sizeable staff continue to respond to RUHS-MC STAT orders within a two-hour time frame, including holidays and weekends.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

There are sufficient appropriations in the Departments FY23/24 budget. No additional County funds are required.

Contract History and Price Reasonableness

On December 15, 2020, Agenda Item 15.2, a new three-year Agreement was approved by the Board. The total aggregate compensation included within that agreement was \$7,034,748 and

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was effective February 1, 2021, through January 31, 2024. The annual compensation for the final year of that agreement was approximately \$2,388,744.

On January 23, 2024, the Purchasing Agent approved a 90-day Short-Term Extension to the Agreement under the authority granted under Resolution 2021-116, whereby both parties agreed to extend the term of the Agreement through April 24, 2024, while the terms of the First Amendment were being negotiated.

On April 16, 2024, the Purchasing Agent approved a second 30-day Short-Term Extension to the Agreement under the authority granted under Resolution 2021-116, whereby both parties agreed to extend the term of the Agreement through May 24, 2024, while the terms of the First Amendment were being finalized.

The proposed First Amendment will provide for three additional years of renal care services based on a fee schedule for procedures. The total aggregate cost of the Amendment for the three year term will not exceed \$12,000,000.

The proposed First Amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor for physician services per Resolution 2021-116.

ATTACHMENTS:

ATTACHMENT A:

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT FOR HEMODIALYSIS TREATMENT SERVICES BETWEEN COUNTY OF RIVERSIDE AND DVA RENAL HEALTHCARE, INC.



Meghan Hahn, Director of Procurement 5/8/2024



Jacqueline Ruiz, Principal Analyst 5/13/2024



Aaron Gettis, Chief of Deputy County Counsel 5/9/2024

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE AND DVA RENAL HEALTHCARE, INC.
(Hemodialysis Treatment Services)**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (“First Amendment”) is made and entered into by and between the County of Riverside, a political subdivision of the State of California (“**COUNTY**”), on behalf of its Riverside University Health System (“**RUHS**”) and DVA Renal Healthcare, Inc., (“**CONTRACTOR**”), a subsidiary of DaVita Inc. (“**DaVita**”). This First Amendment shall be effective as of May 21, 2024 (the “First Amendment Effective Date”).

WHEREAS, the Parties entered into that certain Professional Service Agreement (“**Agreement**”), effective February 1, 2021, pursuant to which COUNTY agreed to engage the services of CONTRACTOR to provide acute dialysis services at RUHS’ acute care hospital located at 26520 Cactus Avenue, Moreno Valley, CA 92555 (the “**Hospital**”);

WHEREAS, the Parties entered into that certain STE dated October 27, 2023, to extend the term of the Agreement through January 25, 2024, to allow the Parties additional time to finalize and execute a mutually acceptable amendment;

WHEREAS, the Parties entered into that certain 2nd STE dated January 19, 2024, to further extend the term of the Agreement through April 24, 2024, to allow the Parties additional time to finalize and execute a mutually acceptable amendment;

WHEREAS, the Parties entered into that certain 3rd STE dated April 11, 2024, to further extend the term of the Agreement through May 24, 2024, to allow the Parties additional time to finalize and execute a mutually acceptable amendment; and,

WHEREAS, the Parties wish to amend and modify certain provisions of the Agreement, as specifically provided for below.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties mutually agree as follows:

1. The recitals set forth above are true and correct and incorporated herein by this reference.
2. In Section 2 (Period of Performance), Section 2.1 is hereby deleted in its entirety and replaced with the following:

“**2.1** The term of this Agreement, which commenced on February 1, 2021, shall continue in effect for a period of three (3) years following the First Amendment Effective Date, unless terminated earlier as provided herein (the “**Term**”). The Term may be extended by written mutual agreement of the Parties. In all cases, the fees charged for Services must be consistent with fair market value, and as such, the Parties may need to renegotiate rates at the time of any such extension.”

3. In Section 3 (Compensation), Section 3.1 is hereby deleted in its entirety and replaced with the following:

“**3.1** COUNTY will pay CONTRACTOR compensation for the Services at the fees set forth in Exhibit B (the “**Fee Schedule**”). On each anniversary of the First Amendment Effective Date during the Term, the Fee Schedule shall be increased by five percent (5%). CONTRACTOR will use

MAY 21 2024

15.2

commercially reasonable efforts to provide a courtesy copy of the updated fee schedule. Regardless of the timing of COUNTY's receipt of such updated fee schedule, COUNTY will be responsible for paying the new fees as soon as they take effect, according to the fee increase schedule described in this Section 3.1. Except as otherwise provided in this Section 3.1, the Fee Schedule may only be modified upon the written agreement of the Parties. In all instances, fees agreed upon by the Parties must reflect fair market value and be deemed commercially reasonable. Maximum payments by COUNTY to CONTRACTOR for the portion of the Term beginning on the First Amendment Effective Date shall not exceed twelve million dollars (\$12,000,000) including all expenses (herein referred to as "Maximum Payment"). The COUNTY is not responsible for any fees or costs incurred above or beyond the Maximum Payment and CONTRACTOR shall not be obligated to provide Services that would result in COUNTY owing an amount in excess of the Maximum Payment. COUNTY shall have no obligation to purchase any specified amount of Services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement."

4. In Section 3 (Compensation), Section 3.2, including all subsections, are hereby deleted in their entireties and replaced with the following:

"3.2 Billing. On a monthly basis, CONTRACTOR will bill COUNTY for Services provided in the preceding month, on a fee-for-service basis in accordance with the Fee Schedule. Notwithstanding the foregoing, (1) any failure by CONTRACTOR to issue an invoice within the aforementioned timeframe shall not relieve COUNTY of its obligation to pay CONTRACTOR in accordance with Section 3.2(b) below and (2) COUNTY reserves the right, if a missed or incorrect charge is found, to issue invoices during subsequent billing cycles and/or to appropriately credit COUNTY as necessary to adjust for any under- or over-billing. All invoices submitted by CONTRACTOR shall include the following: invoice number, invoice date, remittance address, and invoice total amount. Invoices must reflect the Services rendered, including the patient's name, patient identification number (if available), medical record number (if available), hospital room number, the date when Services were rendered, the procedure name, the number of units and the rate charged. CONTRACTOR shall not bill or collect from any patient or third-party payor any fee or charge for the Services rendered hereunder. CONTRACTOR hereby assigns to COUNTY any and all right CONTRACTOR may possess to bill and collect from any patient or third-party payor any fee for the Services rendered hereunder.

a) COUNTY Billing Instructions.

(i) Billing Address. CONTRACTOR will send copies of all invoices and/or fee schedule courtesy notifications to COUNTY at the email address listed below:

COUNTY email address: AP@ruhealth.org

(ii) Billing Format. CONTRACTOR will send invoices to COUNTY in the following format (**COUNTY to select one of the following**):

- PDF (via email)
 Excel (via email)
 upload to Hospital portal (if this option is selected, CONTRACTOR's billing department will contact COUNTY via email to obtain necessary details)

(iii) Changes in Billing Instructions. COUNTY may change its preferred billing format and/or designated email address(es) for billing and/or fee schedule courtesy notifications by emailing CONTRACTOR at DaVita.HSG.CustomerExperience@davita.com. COUNTY will allow up to two billing cycles for any such change(s) in billing format and/or delivery address to take effect.

b) Payment. Amounts not disputed in good faith will be paid by COUNTY and must be received by CONTRACTOR within sixty (60) calendar days from the date of invoice. COUNTY will attempt to pay all invoices under this Agreement via Automated Clearing House (ACH) electronic payment. CONTRACTOR will provide to COUNTY its ACH instructions and allow COUNTY to validate such instructions following its usual and customary process prior to the due date of the initial invoice issued hereunder. If payments are made by check, payments for outstanding invoices are only considered received once funds have been posted to a CONTRACTOR/DaVita bank account, regardless of check date. CONTRACTOR will not accept credit card payments from COUNTY.

c) Invoice Dispute Process. COUNTY shall not adjust, short pay, offset, retract, recoup, or otherwise reduce any claims against any fees owed to CONTRACTOR for Services as set forth in the Fee Schedule, with the exception of those fees which the COUNTY disputes in accordance with the terms of this Section 3.2(c). In the event COUNTY, in good faith, disputes any amount charged by CONTRACTOR, COUNTY will notify CONTRACTOR in writing on or before the date payment is due to CONTRACTOR under Section 3.2(b) above. COUNTY will remain obligated to timely pay in full all amounts not so disputed in good faith. The Parties will use best efforts to resolve any disputed amounts within thirty (30) days following the date of the good faith dispute notice. Once resolved, and upon receipt from CONTRACTOR of an invoice reflecting the resolved amounts, such previously disputed amounts shall be paid by COUNTY within the timeframes outlined in Section 3.2(b) above.”

5. In Section 5 (Termination), Section 5.1 is hereby deleted in its entirety and replaced with the following:

“**5.1 Termination Without Cause.** At any time following the first anniversary of the First Amendment Effective Date, either Party may exercise the right to terminate this Agreement by providing at least ninety (90) days’ prior written notice, stating the intended last date of Services.”

6. In Section 5.2 (Termination with Cause), the following new subsection is hereby added to the end of the existing section:

“(h) This Agreement may be terminated by CONTRACTOR upon ninety (90) days’ prior written notice that, in CONTRACTOR’s reasonable determination, the continuation of Services is financially untenable for CONTRACTOR. For purposes of this subsection 5.2(h), “financially untenable” means that CONTRACTOR has determined that the last twelve (12) months of profitability with respect to this Agreement is less than the minimum margin that is fair market value as set by a third-party valuation firm for similar hospital services arrangements.”

7. Section 24.3 is hereby amended by adding the following text to the end of the current section:

“For the avoidance of doubt, COUNTY understands and acknowledges that the Fee Schedule was developed based in part on anticipated treatment volumes and an assumption of exclusivity applicable to both external and internal providers of Hospital. In the event COUNTY plans to provide any of the Services through its own internal providers, COUNTY shall provide at least ninety (90) days’ prior written notice to CONTRACTOR, and the Parties agree to discuss in good faith. In the event of any

mutually-agreeable change(s) in CONTRACTOR's status as exclusive provider, the Fee Schedule may need to be revised pursuant to an amendment to this Agreement."

8. In Exhibit A (SCOPE OF SERVICES), Section 1.0 (CONTRACTOR Responsibilities), Section I is hereby amended to add the following to the end of the existing section:

"CONTRACTOR shall make its CONTRACTOR Staff available seven (7) days per week, twenty-four (24) hours per day to provide the Services ordered in accordance with the terms of this Agreement, as follows: (a) during Normal Operating Hours; and (b) on an "on call" basis during Non-Normal Operating Hours. As used in this Agreement, "Normal Operating Hours" shall be 6AM – 6PM Monday through Saturday. All other days and times, and all Holidays (which shall occur on New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day), shall be considered "Non-Normal Operating Hours"."

9. For clarity and avoidance of doubt, in **Exhibit A (SCOPE OF SERVICES)**, Section 1.0 (CONTRACTOR Responsibilities), the first sentence in Section Q is hereby deleted and replaced with the following:

"CONTRACTOR will arrange for provision of the services of a nephrologist to serve as medical director overseeing CONTRACTOR's provision of the treatment Services (the "Medical Director") at the Hospital location identified in the Recitals above."

10. In **Exhibit A (SCOPE OF SERVICES)**, Section 1.0 (CONTRACTOR Responsibilities), Section T is hereby deleted in its entirety and replaced with the following:

"T. In conjunction with the terms of this Agreement, and upon request from Hospital, CONTRACTOR will provide a CONTRACTOR Staff member appropriately trained in all applicable dialysis-related modalities to provide education to patients and family members. CONTRACTOR will invoice COUNTY for such educational services as "RN Consultation-Modality Education" hours in accordance with the Fee Schedule. In accordance with all applicable laws, CONTRACTOR, including those providing services on behalf of CONTRACTOR, may collect, analyze and use data from patients, providers, Hospital and other sources regarding the provision of and effectiveness of such education, as well as utilization of such information for operational purposes of CONTRACTOR."

11. In **Exhibit A (SCOPE OF SERVICES)**, Section 1.0 (CONTRACTOR Responsibilities), Section U is hereby amended by adding the following new subsection to the end of the existing section:

"(iii) CRRT. CONTRACTOR has no obligation to provide continuous nursing coverage for Hospital's CRRT patients, therefore, and CONTRACTOR will provide CRRT training for Hospital's designated Intensive Care Unit ("ICU Nurses"). CONTRACTOR will train Hospital's designated ICU nurses to monitor CRRT patients and equipment in order to maintain continuity of CRRT. Additionally, as a part of CONTRACTOR's duties, CONTRACTOR will hold up to four (4) CRRT classes each year of the Term. CRRT Training Classes have no maximum class size but minimum enrollment of five (5) per class and must be arranged and scheduled in advance. Any additional classes or class cancellations will be billed as "CONTRACTOR Staff Training of Hospital Staff" hours. COUNTY assumes responsibility for associated Hospital Staff labor costs. COUNTY will ensure that CONTRACTOR's CRRT equipment and supplies will be used according to CONTRACTOR policy or mutually established policies and procedures for CRRT. COUNTY

agrees to make no material modifications of Hospital policies and procedures for CRRT without CONTRACTOR's prior written consent, except to the extent such revisions are required to comply with applicable laws or regulations; provided however, that in all cases (1) Hospital shall provide at least two (2) weeks' prior notice to CONTRACTOR of any changes to Hospital's policies and procedures for CRRT which directly involve services provided by CONTRACTOR and (2) the proposed changes shall be discussed in good faith and mutually agreed-upon, to ensure proper alignment in patient care and/or as may be necessary to address applicable accreditation survey recommendations."

12. In Exhibit A (SCOPE OF SERVICES), Section 4.0 (Quality Improvement), Section B is hereby deleted in its entirety and replaced with the following:

"B. To ensure that the Services are provided in a safe, timely, effective, efficient, and patient-centered manner, COUNTY and CONTRACTOR agree to establish mutually agreed upon Performance Indicators ("PI") on an annual basis, which shall be documented in connection with the JDOC and/or separate meetings contemplated in Section 5.0 below. CONTRACTOR agrees to collect and report to COUNTY data of importance to the quality of care and utilization of dialysis and renal replacement therapies. COUNTY may utilize this data for its own operational and clinical purposes. CONTRACTOR will also utilize this data for its own operational and clinical purposes to the extent consistent with the terms of the Parties Business Associate Agreement and applicable laws. The Parties agree that any failure to meet any PI goals shall not constitute a breach of this Agreement but rather the Parties will work collaboratively to develop an action plan."

13. In Exhibit A (SCOPE OF SERVICES), Section 4.0 (Quality Improvement), Sections C and D are hereby deleted in their entirety.

14. In **Exhibit A (SCOPE OF SERVICES)**, Section 5.0 (Joint Dialysis Oversight Committee), Section A, the last sentence is hereby deleted and replaced with the following:

"In conjunction with the JDOC meetings or through separate meetings that occur at least on a quarterly basis, participants will discuss clinical metrics, including but not limited to quality metrics and scores, using standard reporting tools of CONTRACTOR, such as the example Patient Quality Pyramid Report and/or Executive Summary attached hereto as Exhibit C, or such other form(s) of standard reporting tool that may be developed at CONTRACTOR's discretion. Without limiting the generality of the foregoing, the Parties agree to discuss response times, on-call staffing and/or other resource utilization topics as applicable, during JDOC meetings."

15. **Exhibit B (FEE SCHEDULE)** is hereby deleted in its entirety and replaced with the revised **Exhibit B** attached hereto.

16. **Exhibit C (SAMPLE PATIENT QUALITY PYRAMID REPORT & EXECUTIVE SUMMARY)**, attached hereto, is hereby added to the Agreement.

17. To correct scrivener's errors, in **Attachment 1 (HIPAA Business Associate Agreement)**, Section 8 (General Provisions), Section F (Additional State Reporting Requirements), all references in this section to "this Section 8.G" are hereby corrected to read "this Section 8.F".

18. In **Attachment 1 (HIPAA Business Associate Agreement)**, Section 12 (General Provisions), Section G (Notices to County) is hereby deleted in its entirety and replaced with the following:

“G. **Notices.** Any notices to be delivered hereunder shall be delivered to the addresses set forth in and consistent with the requirements for delivery contained in, the Underlying Agreement; provided, that: (1) notices to County hereunder shall be addressed to “Attention: HIPAA Privacy Manager” and (2) a copy of any notice to Business Associate hereunder shall also be delivered to: DaVita Inc., 2000 16th Street, Denver, CO 80202, Attention: Privacy Office, and to Privacy@davita.com.”

19. **Definitions.** All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
20. **Miscellaneous.** In all other respects, the Parties do hereby ratify and reaffirm the provisions of the Agreement, which shall continue in full force and effect, except as amended hereby.
21. **Electronic Signatures.** This First Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this First Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this First Amendment. The Parties further agree that the electronic signatures of the Parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this First Amendment.

CONTRACTOR

DVA Renal Healthcare, Inc.

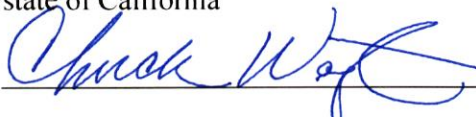
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Dharshini Mahadevan
Division Vice President

Date: May 6, 2024

COUNTY

County of Riverside, a political subdivision of the state of California

By: 


Chuck Washington
Chair, Board of Supervisors

Date: 5/21/2024


ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM ONLY:
DaVita Inc.

DocuSigned by:
By: 
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Name: Rose Olson
Title: Sr. Corporate Counsel

APPROVED AS TO FORM:
County Counsel

By: 
Esen Sainz
Deputy County Counsel

**EXHIBIT B
FEE SCHEDULE**

NOTE: the fees listed in the schedule set forth below include services provided to admitted and non-admitted persons for whom such persons' treatments are being billed by COUNTY to any third party payors (or otherwise paid for by COUNTY).

Hemodialysis:

Hemodialysis: 1:1 patient to staff ratio, up to 4 hours	\$690 per treatment
Hemodialysis: 2:1 ¹ patient to staff ratio, up to 4 hours	\$590 per treatment
Hemodialysis: additional charge per ½ hour for treatments ordered longer than 4 hours	\$57 per ½ hour
Hemodialysis 1:1 and 2:1 Differential: (initiated during non-Normal Operating Hours or Holidays), up to 4 hours ^{5, 6}	\$158 per treatment
Hemodialysis: Pre Set Up Cancellation (labor)	\$165 per cancellation
Hemodialysis: Post Set Up Cancellation (labor and supplies, if costs incurred)	\$331 per cancellation

Peritoneal Dialysis (PD: CAPD, CCPD)

CCPD: Visit	\$420 per visit
CCPD: differential (initiated during non-Normal Operating Hours or holidays) ^{5, 6}	\$158 per visit
CAPD: Visit	\$420 per visit
CAPD: differential (initiated during non-Normal Operating Hours or holidays) ^{5, 6}	\$158 per visit
PD: Pre Set Up Cancellation (labor)	\$165 per cancellation
PD: Post Set Up Cancellation (labor and supplies, if costs incurred)	\$331 per cancellation

Continuous Renal Replacement Therapy (CRRT: SCUF, CVVH, CVVHD, CVVHDF)

CRRT Full Service: Cartridge Change	\$331 per cartridge
CRRT Full Service: Pre Set Up Cancellation (labor)	\$165 per cancellation
CRRT Full Service: Post Set Up Cancellation (labor and supplies, if costs incurred)	\$331 per cancellation
CRRT: Visit ²	\$575 per visit
CRRT Differential (initiated during Holidays) ⁵	\$158 per treatment
CRRT Differential (initiated during non-Normal Operating Hours) ⁶	\$158 per treatment

Miscellaneous

Waiting Time (after 30 minute grace period beginning on 31 st minute)	\$57 per ½ hour
RN Consultation ³	\$57 per ½ hour

RN Consultation-Modality Education	\$57 per ½ hour
CONTRACTOR Staff Training of Hospital Staff ⁴	\$57 per ½ hour per CONTRACTOR nurse
Hospital Required Orientation or Training	\$57 per ½ hour per CONTRACTOR Staff member
STAT Order Surcharge ⁷	\$276 increase per order
Medical Director	Fees for Medical Director are included in the treatment rates above
Reports	Standard Quarterly reports are included in the rates set forth in this Fee Exhibit

Fee Schedule Footnoted Descriptions and Definitions:

1. **Definition of 2:1:** A ratio of 2 patients to 1 clinician, where the treatment is performed in a designated dialysis suite and the longer of the 2 patient treatments must overlap the other treatment by at least 50%.
2. This charge includes: NxStage CRRT equipment and dialysate. Pre-dilution replacement solution is dispensed from Hospital Pharmacy and is not included. Minimum of two (2) visits per day are required and will be billed to COUNTY. Cartridges are charged separately.
3. **Definition of RN Consultation:** Any nursing service outside of the scope of dialysis related services set forth in this Agreement. This includes, but is not limited to, the following: Initiation/Discontinuation of IV infusion via dialysis access (not in conjunction with a dialysis treatment); dressing changes; etc.
4. **Definition of CONTRACTOR Staff Training of COUNTY Staff:** A CONTRACTOR supplied Subject Matter Expert nurse for troubleshooting and education for COUNTY nursing staff. CONTRACTOR's modality of training of COUNTY staff as requested by COUNTY per 1/2 hour.
5. **Definition of Holidays:** New Year's Eve & New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve & Christmas Day.
6. **Definition of Normal Operating Hours:** 6 a.m. to 6 p.m. Monday through Saturday.
7. **STAT Order Surcharge:** A STAT Order Surcharge is charged for each STAT/Emergent Order (as defined in Exhibit A, Sec. 1.0D, i.e. an Order that requires emergency or urgent provisions of services)

Exhibit C

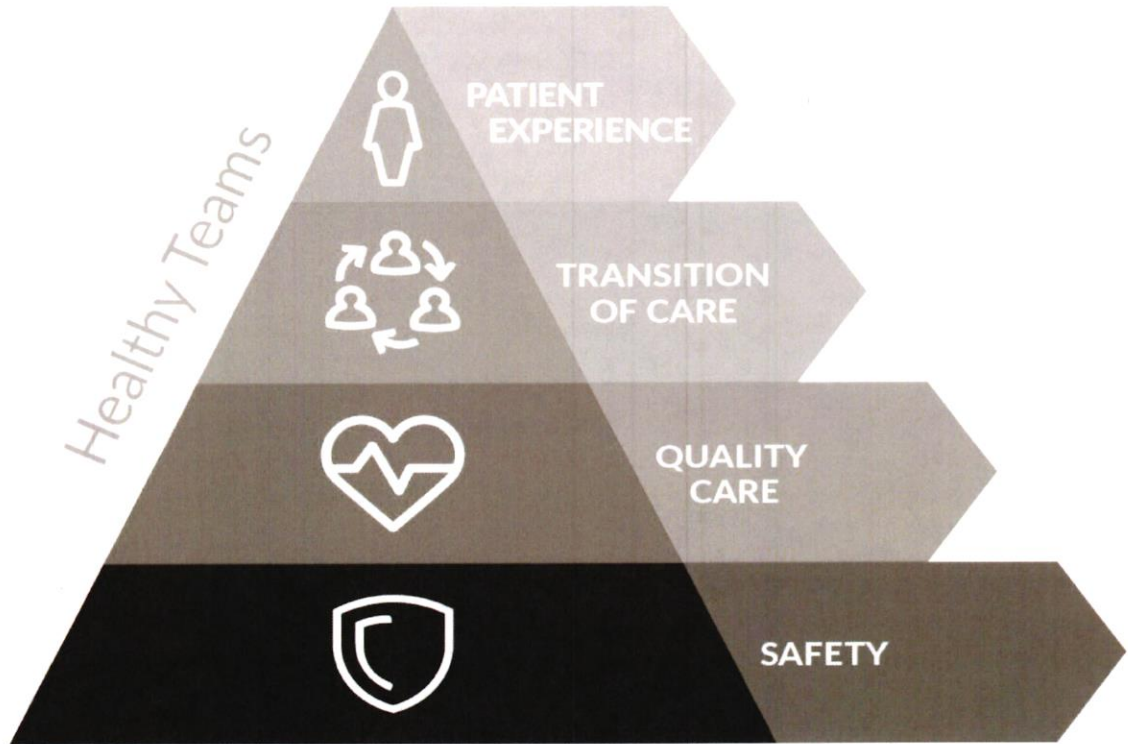
SAMPLE PATIENT QUALITY PYRAMID REPORT & EXECUTIVE SUMMARY

Example form of Patient Quality Pyramid Report & Executive Summary attached for illustrative purposes only.



Patient Quality Pyramid Report

Hospital Name, February 2020



Hospital Services

Meeting Minutes

Hospital Name

Date of Meeting January 1, 2020

Time Period Covered Mar 19 - Feb 20

Committee Members

DaVita Hospital Services Administrator

Hospital Liaison

DaVita Regional Operations Director

Hospital Staff

DaVita Clinical Services Specialist

Medical Director (if applicable)

DaVita Biomedical Specialist

Additional Participant(s)

Additional Participant(s)

**Minutes Reviewed
from Last Meeting**

**Patient Satisfaction
Comments**

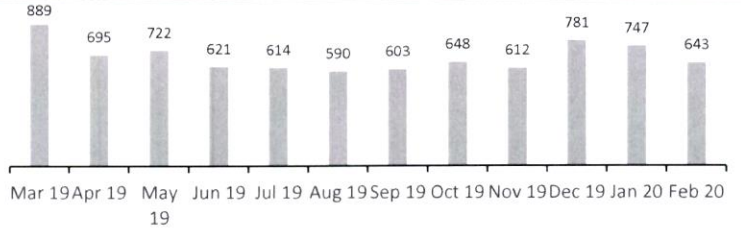
**Please note: This committee may collaborate in determining target scores for the metrics in this report, where applicable. DaVita can provide recommendations for some metrics. If incorporated, this committee should also determine rules around the use of these targets (e.g., just general guidance; number of consecutive month misses that require a plan of action, etc.)*

Minutes Submitted By:

Treatment Volumes

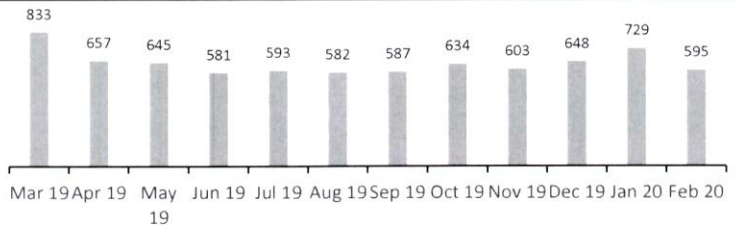
Total Treatment Volume

Comments



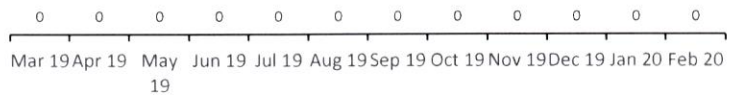
Hemodialysis - 1:1

Comments



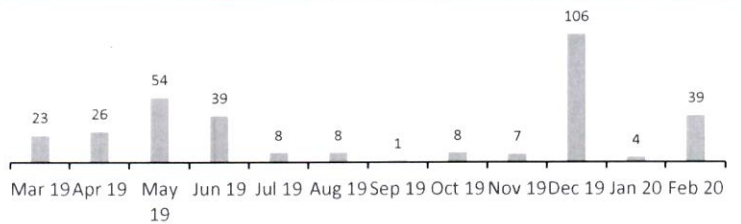
Hemodialysis - 2:1

Comments



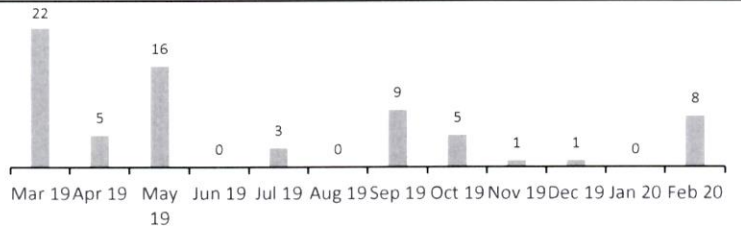
Peritoneal Dialysis (PD)

Comments



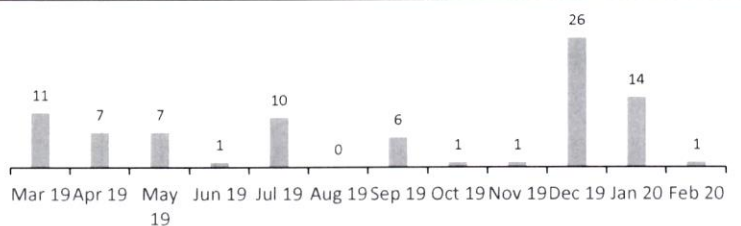
Continuous Renal Replacement Therapy (CRRT)

Comments



Apheresis

Comments



Safety



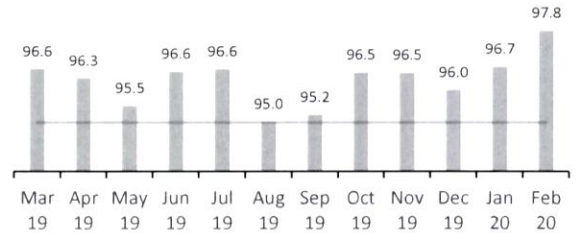
Treatment Procedures

Complete orders present when DaVita teammate arrived to perform treatment

--- Target: 95%
% of responses: Yes

Total Feb 20 Responses 595

Plan of Action
/ Comments

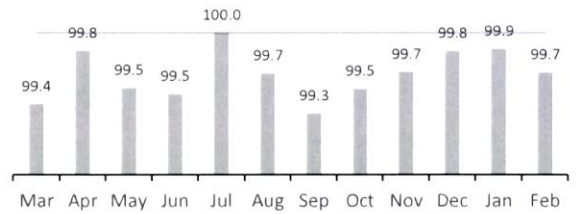


Time-Out/Safety Process per DaVita Policy & Procedures performed and documented

--- Target: 100%
% of responses: Yes

Total Feb 20 Responses 595

Plan of Action
/ Comments

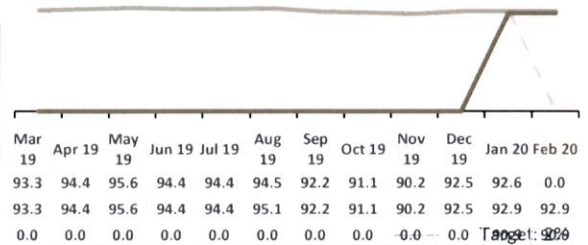


Observation of DaVita or Hospital staff adherence to Hand Hygiene procedures

--- Target: 93%
% of responses: Compliant

Total Feb 20 Responses 0

Plan of Action
/ Comments

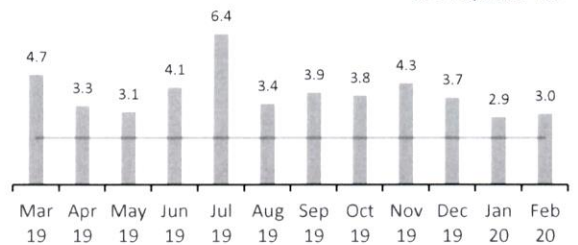


HepB Antigen Status listed "Unknown"

--- Target: 0%
% of responses: Yes

Total Feb 20 Responses 595

Plan of Action
/ Comments

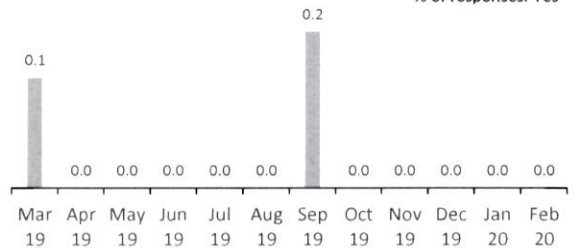


HepB Antigen Status Blank

--- Target: 0%
% of responses: Yes

Total Feb 20 Responses 595

Plan of Action
/ Comments



Safety



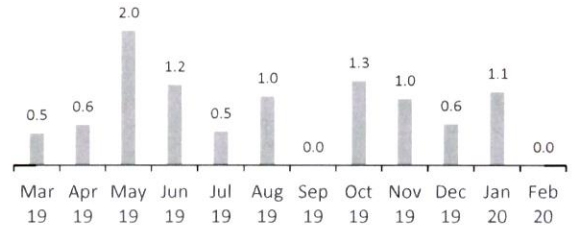
Fluid Status

Treatment terminated early due to Hypotension

Total Feb 20 Responses 595

% of responses: Yes

Plan of Action
/ Comments

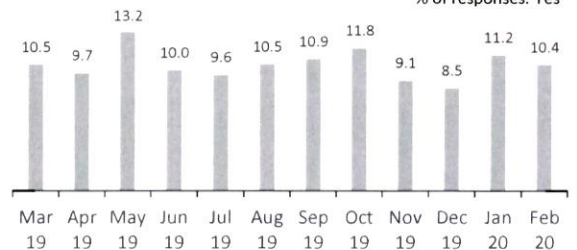


Hypotensive episode leading to a decrease in Ultrafiltration Goal

Total Feb 20 Responses 595

% of responses: Yes

Plan of Action
/ Comments

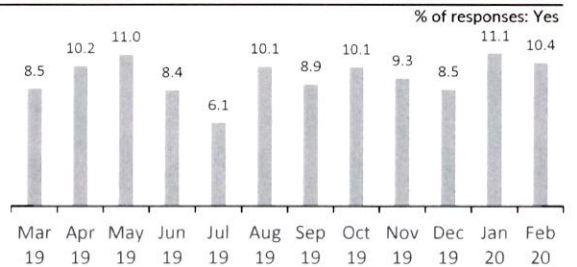


Hypotensive episode leading to Albumin administration

Total Feb 20 Responses 595

% of responses: Yes

Plan of Action
/ Comments

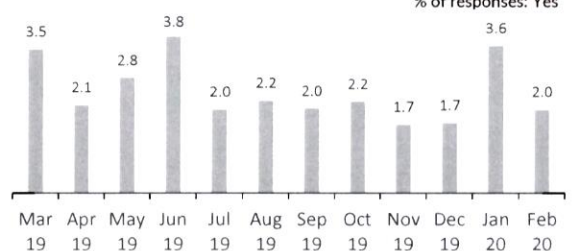


Hypotension leading to Vasopressors initiated / titrated during HD

Total Feb 20 Responses 595

% of responses: Yes

Plan of Action
/ Comments

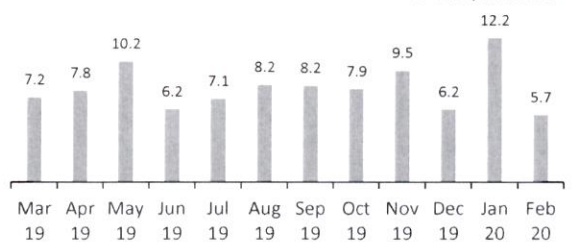


Hypotensive episode leading to Normal Saline administration

Total Feb 20 Responses 595

% of responses: Yes

Plan of Action
/ Comments



Safety

Physical Plant, Equipment & Water Cultures

Environment of Care - Physical Plant Issues/Concerns

Comments

Emergency Equipment present, complete, and functional

Yes

Comments

Hospital has processes in place to check in/out dialysis-related equipment

Yes

Comments

Preventative maintenance up-to-date on all DaVita equipment

Yes

Comments

Electrical safety tests up-to-date on all DaVita equipment

Yes

Comments

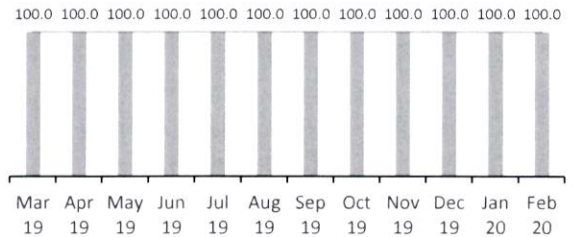
Number of Reverse Osmosis & Dialysis Delivery Systems currently on site

12

Percent of Reverse Osmosis & Dialysis Delivery Systems within acceptable culture/LAL range from *initial* sample

--- Target: 100%

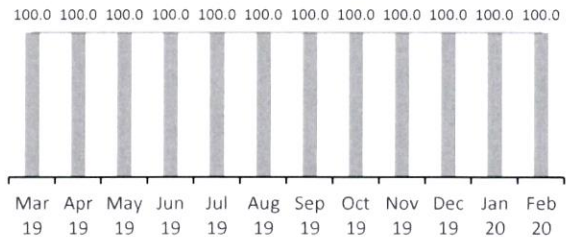
Plan of Action / Comments



Percent of Reverse Osmosis & Dialysis Delivery Systems within acceptable culture/LAL range at *end of the month*

--- Target: 100%

Plan of Action / Comments



Safety

Management Indicators

Patient Safety Strategies provided by both DaVita & Hospital; reviewed by Joint Dialysis Oversight Committee (JDOC)

Comments

Emergency Policies & Plans provided by both DaVita & Hospital and reviewed by JDOC

Comments

Infection Control Policies & Plans provided by both DaVita & Hospital and reviewed by JDOC

Comments

Medication Management Policies provided by both DaVita & Hospital and reviewed by JDOC

Comments

Incapacitated Teammate Policy provided by DaVita and reviewed by JDOC

Comments

New or Updated Policies & Procedures provided by DaVita &/or Hospital and reviewed by JDOC

Comments

Both Recall or Safety Notices received by Hospital &/or DaVita Reviewed by JDOC

Comments

Adverse Occurrences reviewed, trends assessed, and DaVita plan of action in place (if necessary)

(Sentinel Events: Patient, Machine, Physical Plant, Product)

Comments

DaVita in compliance with Hospital's HR Requirements

Comments

Hospital has provided up-to-date Credentialed Physician / Nurse Practitioner List to DaVita

Comments

Physician Comments/Concerns

Comments

Quality Care



Patient Treatment

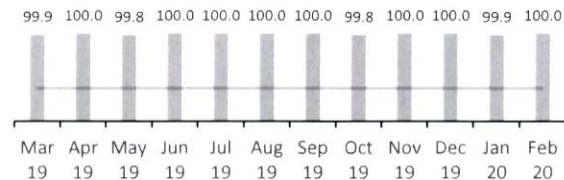
Pre-Weight performed per contract guidelines & physician orders

----- Target: 95%

% of responses: Yes or N/A

Total Feb 20 Responses 595

Plan of Action
/ Comments



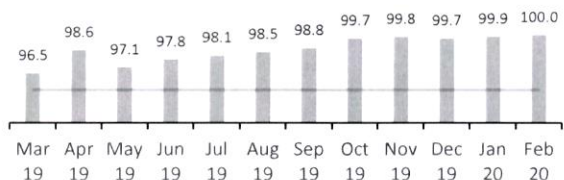
Post-Weight performed per contract guidelines & physician orders

----- Target: 95%

% of responses: Yes or N/A

Total Feb 20 Responses 595

Plan of Action
/ Comments



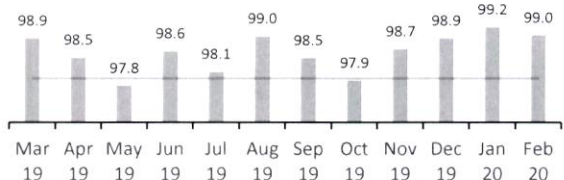
Ordered Time = Run Time

----- Target: 98%

% of responses: Yes

Total Feb 20 Responses 595

Plan of Action
/ Comments



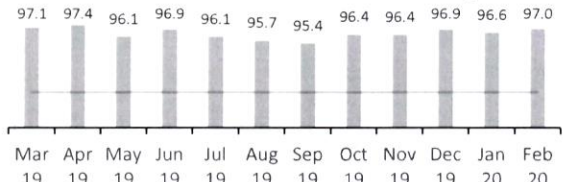
Ordered Ultrafiltration Goal = Net Ultrafiltration

----- Target: 90%

% of responses: Yes

Total Feb 20 Responses 595

Plan of Action
/ Comments



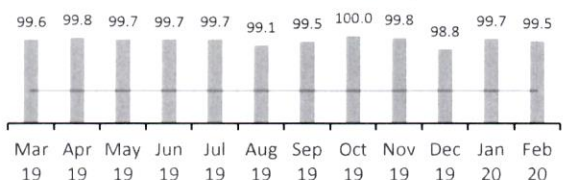
Pain assessed and documented prior to treatment initiation

----- Target: 75%

% of responses: Yes or N/A

Total Feb 20 Responses 595

Plan of Action
/ Comments



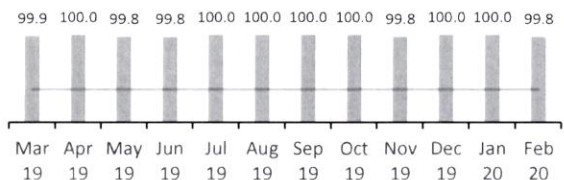
Response to pain medication documented

----- Target: 95%

% of responses: Yes or N/A

Total Feb 20 Responses 595

Plan of Action
/ Comments



Quality Care

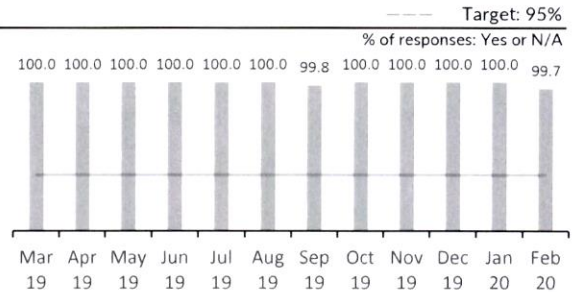


Vascular Access

Physician notified of vascular access issues

Total Feb 20 Responses 595

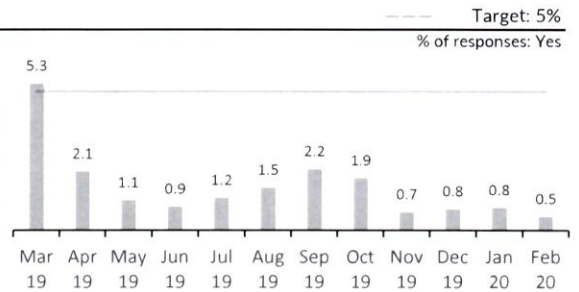
Plan of Action / Comments



Evidence of non-dialysis use of vascular access

Total Feb 20 Responses 595

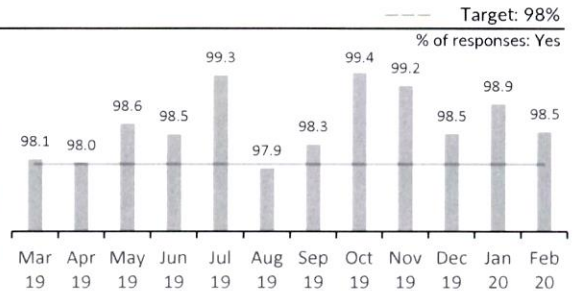
Plan of Action / Comments



Vascular access without signs or symptoms of infection

Total Feb 20 Responses 595

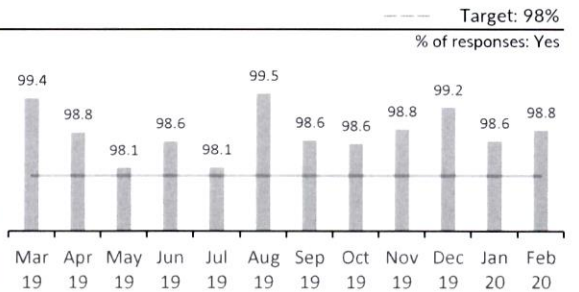
Plan of Action / Comments



Vascular access functional upon initial assessment

Total Feb 20 Responses 595

Plan of Action / Comments



Transition of Care

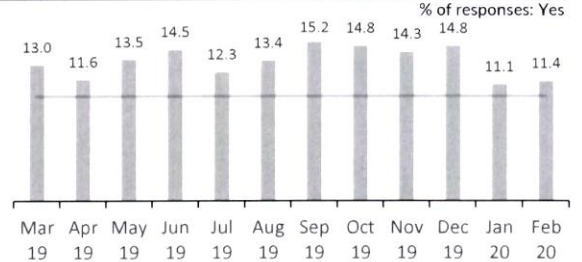


Treatment delayed due to Patient, Floor, Escort or other Departments

Target: 10%

Total Feb 20 Responses 595

Plan of Action / Comments

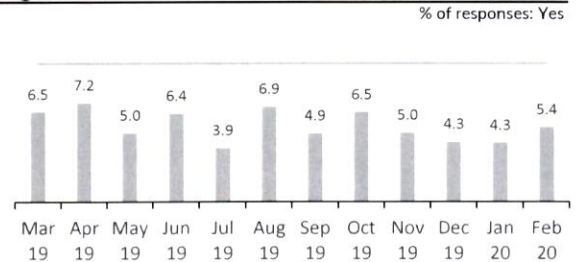


Treatment delayed due to vascular access, dialysis machine or dialysis staffing

Target: 10%

Total Feb 20 Responses 595

Plan of Action / Comments

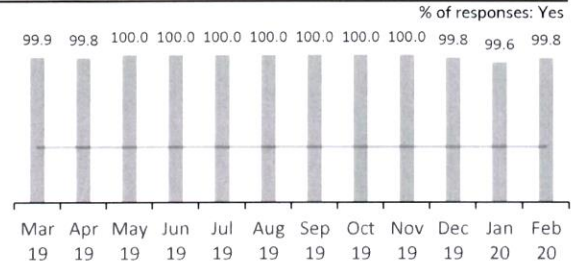


Education provided by DaVita teammate to patient and/or family and documented

Target: 95%

Total Feb 20 Responses 595

Plan of Action / Comments

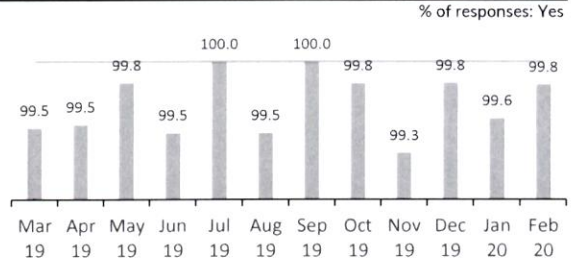


Pre treatment report provided from hospital RN to DaVita teammate

Target: 100%

Total Feb 20 Responses 595

Plan of Action / Comments

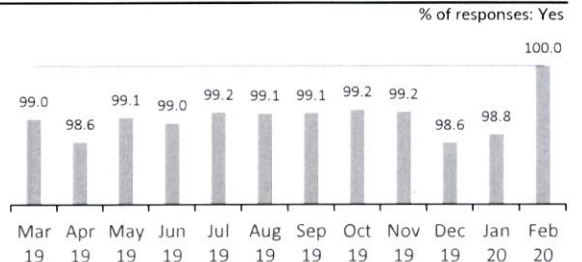


Post treatment report provided to hospital RN by DaVita teammate

Target: 100%

Total Feb 20 Responses 595

Plan of Action



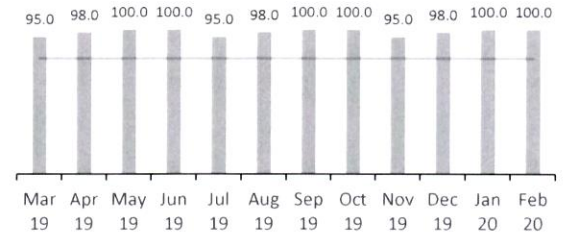
Audits & Regulatory Activity



DaVita-completed Monthly Acute Technical Audit results

----- Target: 80%
% Score

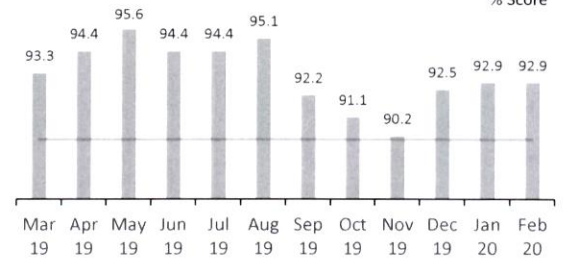
Plan of Action /
Comments



DaVita-completed Monthly meerCAT Audit results

----- Target: 90%
% Score

Plan of Action /
Comments



DaVita-completed Annual Acute Clinical Audit (CAT) results

Score 92.9%

Date

Plan of Action /
Comments

Regulatory Activity

Survey Type:

Date of last survey:

Survey results reviewed? N/A

Plan of Action /
Comments

Additional site-specific Review Items

Comments

Resource Utilization Metrics

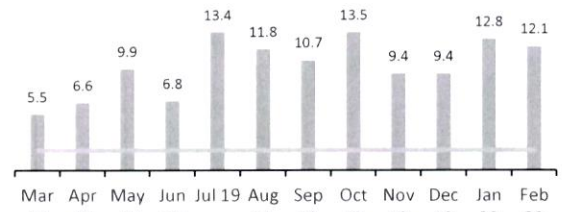
STAT Treatments

----- Target: 2%

% HD Treatments designated "STAT"

Total Feb 20 HD Treatments 595

Plan of Action /
Comments



Quartile Ranges	1st	2nd	3rd	4th
	0.0% - 2.8%	2.8% - 5.0%	5.0% - 7.7%	7.7% - 100%

Quartile: 3rd 3rd 4th 3rd 4th 4th 4th 4th 4th 4th 4th 4th

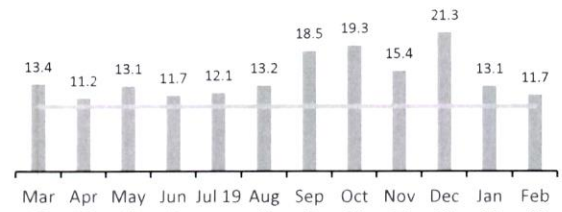
Wait Times

----- Target: 10%

% HD Treatments with at least one (or more) Wait Times

Total Feb 20 HD Treatments 595

Plan of Action /
Comments



Quartile Ranges	Q1	Q2	Q3	Q4
	0.0% - 4.1%	4.1% - 7.8%	7.8% - 13.6%	13.6% - 66.9%

Quartile: 3rd 3rd 3rd 3rd 3rd 3rd 4th 4th 4th 4th 3rd 3rd

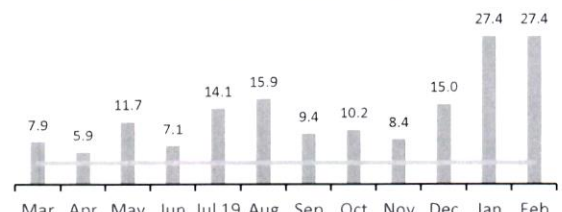
Non-Routine Hours

----- Target: 4%

% HD Treatments with a Non-Routine Hrs Surcharge

Total Feb 20 HD Treatments 595

Plan of Action /
Comments



Quartile Ranges	Q1	Q2	Q3	Q4
	0.0% - 2.8%	2.8% - 7.2%	7.2% - 15.0%	15.0% - 94.4%

Quartile: 3rd 2nd 3rd 2nd 3rd 4th 3rd 3rd 3rd 3rd 4th 4th

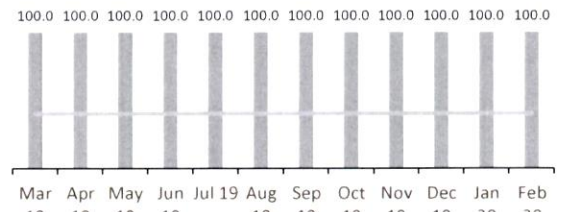
HD 1:1 Percentage (vs. 2:1)

----- Target: 40%

% HD Treatments performed 1:1

Total Feb 20 HD Treatments 595

Plan of Action /
Comments



Quartile Ranges	Q1	Q2	Q3	Q4
	0.0% - 46.7%	46.7% - 75.8%	75.8% - 99.9%	99.9% - 100%

Quartile: 4th 4th 4th 4th 4th 4th 4th 4th 4th 4th 4th 4th

Quartiles compare results against other hospitals. Quartiles are defined as:

- Quartile 1:** Leading the country in efficiency in this metric
- Quartile 2:** Better than average for the country in this metric
- Quartile 3:** Lagging the average for the country in this metric
- Quartile 4:** Poorest efficiency performance group compared to the country in this metric

Patient Quality Executive Summary

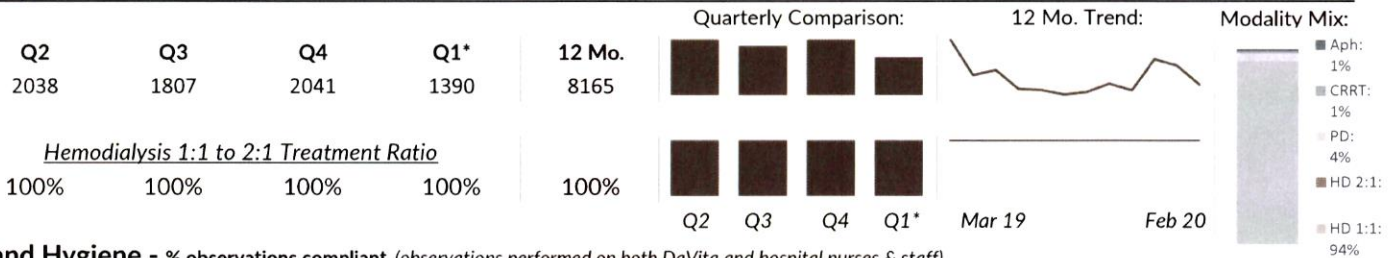


Hospital Name, February 2020

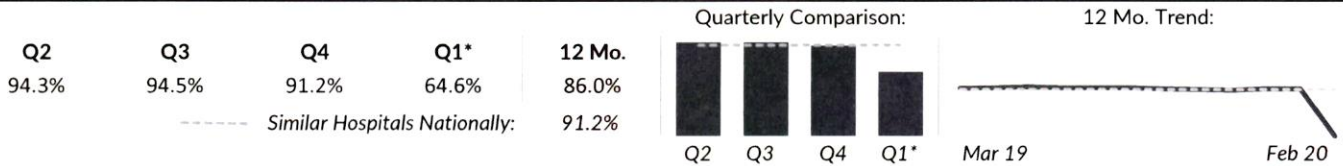
This is a snapshot of a detailed report published monthly for our hospital partners to review clinical and operational outcomes. This information is shared with your hospital liaison regularly during our Joint Dialysis Oversight Committee meetings. If you would like a copy of the full report, please contact your local HSG leadership team or your liaison:

DaVita Hospital Services Administrator: **Error - check Acute ID** **Enter Phone**
 DaVita Regional Operations Director: **Error - check Acute ID** **Enter Phone**
 Hospital Employed Liaison: **Enter Name** **Enter Phone** **Enter Email**

Dialysis Treatment Volume - all modalities



Hand Hygiene - % observations compliant (observations performed on both DaVita and hospital nurses & staff)



Evidence of non-dialysis use of vascular access - % of HD treatments



Treatment Altering Hypotension - % of HD treatments with hypotensive episode leading to alteration or early termination



DaVita completed survey readiness audits - % of DaVita required audits completed



Resource Utilization - Operational efficiency national percentile ranking

	Q2	Q3	Q4	Q1*	12 Mo.
Percentile Rank	62nd	77th	81st	93rd	81st
% HD Tx w/ inefficiencies	9.4%	11.8%	12.8%	16.7%	12.6%

Your hospital is more efficient in resource utilization than 81% of similar hospitals nationally. Improving operational efficiencies can provide significant financial savings for your hospital. For more information on driving efficiency improvements, please contact your local DaVita Leadership.

*Data represents incomplete quarter results

Certificate Of Completion

Envelope Id: 85A83DC1028E4005BE00C68F2B099F2A
 Subject: Complete with DocuSign: RUHS-DVA 1st Amend (4.25.2024-FINAL) for signature.pdf
 Envelope Document Type:
 Source Envelope:
 Document Pages: 23 Signatures: 2
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed
 Envelope Originator:
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 2000 16th Street
 Denver, CO 80202
 Catie.Deines@davita.com
 IP Address: 75.166.172.234


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Signer Events

Dharshini Mahadevan
 dharshini.mahadevan@davita.com
 Division Vice President
 Security Level: Email, Account Authentication (None)

Signature


 Signature Adoption: Drawn on Device
 Using IP Address: 97.133.61.150
 Signed using mobile

Timestamp

Sent: 5/6/2024 2:13:38 PM
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 Signed: 5/6/2024 2:22:08 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/6/2024 2:21:51 PM
 ID: 483d1bba-ad1d-4261-81bc-472d8ae2b95c

Rose Olson
 Rose.Olson@davita.com
 Sr. Corporate Counsel
 DaVita Inc.
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 96.46.227.10

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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Summary Events**Status****Timestamps**

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Security Checked

5/6/2024 2:28:13 PM

Signing Complete

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5/6/2024 3:04:18 PM

Completed

Security Checked

5/6/2024 3:04:18 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise DaVita of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jarvis@davita.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jarvis@davita.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jarvis@davita.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify DaVita as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DaVita during the course of your relationship with DaVita.






RUHS-DVA 1st Amend (4.25.2024-FINAL)_partially-executed_

Final Audit Report

2024-05-06

Created:	2024-05-06
By:	Gilbert Rivera (g.rivera@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGhILJgEF6XFy1P5YGhqaM4pOpzJ2GIY

"RUHS-DVA 1st Amend (4.25.2024-FINAL)_partially-executed_" History

-  Document created by Gilbert Rivera (g.rivera@ruhealth.org)
2024-05-06 - 11:15:51 PM GMT
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature
2024-05-06 - 11:16:38 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2024-05-06 - 11:50:31 PM GMT
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2024-05-06 - 11:56:54 PM GMT - Time Source: server
-  Agreement completed.
2024-05-06 - 11:56:54 PM GMT