

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11086

PURCHASING AUTHORITY NUMBER (if Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

BAC California, LLC

\*2. The term of this Agreement is:

START DATE

4/10/2020

THROUGH END DATE

9/30/2020

3. The maximum amount of this Agreement is:

\$500,000.00

Five Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

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Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

BAC California, LLC

CONTRACTOR BUSINESS ADDRESS

1505 S. Glendale Ave

CITY

Glendale

STATE

CA

ZIP

91205

PRINTED NAME OF PERSON SIGNING

Julie Poulsen

TITLE

CEO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/14/2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4/14/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

EO N-25-20 COVID-19/Proclamation of A State of Emergency/PCC 1102

**Exhibit A  
Scope of Work**

**1. Service Overview**

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Contractor will provide the CDPH with services as identified in the Management Agreement 19-11070 Multi Party Agreement: Kaiser Foundation Hospitals, Dignity Health, and Los Angeles County Department of Health, dated March 31, 2020 in accordance with Section 2.2 "Operational Plan" and, as applicable:

- Section 4.2 ("Equipment, PPE, Inventory and Other Supplies"),
- Section 4.4 ("Staffing"),
- Section 4.7 ("Pharmacy"),
- Section 4.12 ("IT Solutions"),
- Section 4.13 ("Utilities and Waste").

The Management Agreement dated March 31, 2020 (the "Agreement") is incorporated by reference and made a part of this Agreement.

**2. Service Location**

The services shall be performed at St. Vincent Medical Center, located at 2131 West 3rd Street, Los Angeles, California 90057.

**3. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b> Attention: Cassie Dunham California Dept. of Public Health Licensing and Certification Program P.O. 997377, MS 3001 Sacramento, CA 95899-7377  Telephone: (916) 324-1261 Email: <a href="mailto:cassie.dunham@cdph.ca.gov">cassie.dunham@cdph.ca.gov</a>	<b>BAC California, LLC</b> Attention: Julie Poulsen, CEO BAC California, LLC 1505 S. Glendale Ave Glendale, CA 91205  Telephone: (615) 414-3622 Email: <a href="mailto:julie@BACdialysis.com">julie@BACdialysis.com</a>
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B. Direct all inquiries to:

<b>California Department of Public Health</b> Attention: Jen Hill California Dept. of Public Health Licensing and Certification Program 1616 Capitol Avenue, MS 3202 Sacramento, CA 95814  Telephone: (916) 552-8722 Email: Jennifer.Hill3@cdph.ca.gov	<b>BAC California, LLC</b>  Attention: Julie Poulsen, CEO Address: 1505 S. Glendale Ave Glendale, CA 91205  Telephone: (615) 414-3622 Email: julie@BACdialysis.com
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
BAC California, LLC Attention "Cashier": 1505 S. Glendale Ave Glendale, CA 91205  (615) 414-3622 Fax: N/A julie@BACdialysis.com

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**Exhibit B**  
**Budget and Payment**

**1. Invoicing.**

- 1.1 The State will not reimburse the Contractor for costs incurred prior to the commencement date or after the expiration date of the Agreement.
- 1.2 The Contractor shall submit, not more frequently than once a week, and no less than monthly, an invoice to CDPH for costs incurred pursuant to this Agreement. Each invoice shall contain the following:

Agreement # 19-11086

Attention: Jen Hill

California Department of Public Health

Center for Health Care Quality, Licensing and Certification Program

MS 3001

PO Box 997377

Sacramento, CA 95899-7377

- 1.3 All documentation to support expenditure submissions for reimbursement must be submitted to the State at least five (5) business days prior to the desired payment date. The documentation shall be provided, if possible, in accordance with generally accepted accounting principles and shall include any: timesheets, purchase documents, receipts, bank statements from accounts used to pay for facility operations, copies of pay checks, etc.

**2. Compensation**

- 2.1 Compensation for Contractor under this Agreement shall not exceed \$500,000.00

**Exhibit C  
Additional Provisions**

**1. No Assignment.**

- 1.1 This Agreement may not be assigned. No subcontracts may be used in performance of the Contractor's duties without prior written approval from the State project representative. The Contractor must request approval for a subcontract at least five (5) business days before the effective date of the subcontract.

**2. Dispute Resolution Process.**

- 2.1 Any dispute concerning a question of fact arising under the terms of this Agreement that is not disposed of within ten (10) calendar days by the Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the designated representative for the Contractor and the Secretary of CDPH (or designated representative) for joint resolution.

**3. Termination/Cancellation.**

- 3.1 The State reserves the right to terminate or cancel this Agreement with or without cause upon ten (10) calendar days written notice.
- 3.2 Upon mutual agreement between the State project representative and the Contractor project representative, this Agreement shall be terminated at any time.
- 3.3 Contractor agrees to not cease operations of the Hospital or Designated Space until all patients and residents have been relocated.

**4. Miscellaneous Provisions.**

- 4.1 This Agreement may be modified or amended in writing only, signed by the parties in interest at the time of the modification. No waiver of any term, provision, or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition, or right granted hereunder.
- 4.2 This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

**5. Federal Emergency Management Agency (FEMA) Requirements**

**5.1 Changes**

Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the Agreement if both Parties approve in writing.

5.2 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.3 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.4 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's action pertaining to this contract

5.5 Clean Air Act

5.5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.5.2 The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.5.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.6 Federal Water Pollution Control Act

5.6.1 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5.6.2 The Contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.7 Debarment and Suspension

- 5.7.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 5.7.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.7.3 This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5.7.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.8 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- 5.8.1 Contractor who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Enclosed as **Attachment 1** to this Exhibit D is a copy of the Certification Regarding Lobbying that will be signed and submitted by Contractor at the execution of this Agreement.

5.9 PROCUREMENT OF RECOVERED MATERIALS

- 5.9.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - 5.9.1.1 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 5.9.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5.9.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

5.9.2.2 Meeting contract performance requirements; or

5.9.2.3 At a reasonable price.



**EXHIBIT D**  
**Attachment 1**

**CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

  
\_\_\_\_\_  
Date

# ACUTE DIALYSIS SERVICES AGREEMENT

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THIS ACUTE DIALYSIS SERVICE AGREEMENT ("Agreement") is made effective as of this \_\_\_\_ day of April 2020 by and between BAC California LLC (hereinafter "Provider"), and Los Angeles Surge Hospital, (hereinafter "Hospital").

## WITNESSETH:

**WHEREAS**, the hospital operates an acute care facility, and

**WHEREAS**, the Provider is engaged in the business of providing hospitals with the necessary general administrative services, professional and qualified personnel in addition to related supplies and equipment to perform in-patient acute Hemodialysis (HD), Peritoneal Dialysis (PD), and Ultrafiltration (UF) treatments to in-patients at the hospital; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Provider agree as follows

### **1. Provider Service:**

During the term of this Agreement Provider shall render acute Hemodialysis (HD), Peritoneal Dialysis (PD), and Ultrafiltration (UF) treatments ("Services") to in-patients of the Hospital pursuant to the prior written orders applicable statutes regulations and rules of federal, state and other governmental bodies having jurisdiction over the Hospital, including but not limited to, California's Department of Public Health (CDPH), Occupational Safety and Health Administration ("OSHA"), the standards of The Joint Commission (TJC), and Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and currently accepted and approved methods and practices.

#### **A. Availability of Services**

Services will be available upon four (4) hours' notice to Provider (or as soon as possible in the event of a serious patient emergency), twenty-four (24) hours per day, and seven (7) days per week.

#### **B. Clinical Staff**

Qualified, licensed clinical staff shall provide Services. Any nurse a) registered nurse (RN) and b) licensed practical nurse (LPN) employed by Provider must at all times maintain a current and valid nursing license in the State of California. Any patient care technicians (PCT) utilized by Provider, shall be state certified (if required). Any LPN and PCT utilized by provider will be under the direct and immediate supervision of Provider's RN ("Clinical Staff"). Provider shall provide Hospital, on a routine basis for each employee performing Services under this Agreement: (A) initial and annual verification of licensure, (B) initial and annual documentation of dialysis related competencies; (C) initial and annual, letter of good standing relating to evaluations and on-going performance improvement; (D) initial and annual TB

screening and hepatitis status. While on duty at the Hospital, all Provider employees shall wear scrubs, and identification badges. Provider and Hospital shall jointly and mutually develop a written protocol governing specific responsibilities and procedures to be used by Clinical Staff in rendering Services to patients. In the alternative, Provider may provide policies and procedures that meet Hospital requirements and standards. Except as is necessary and related to the provision of Services, Clinical Staff shall not be responsible for providing any medical treatment or procedures to patients of the Hospital. Hospital will make available to all Provider staff PPE to care for COVID-19 positive patients, to include but not limited to PAPR system, isolation gown, gloves, and hand sanitizer.

**C. Manager**

Provider shall provide a manager to perform administrative functions as are necessary and related to the provision of the Services at the Hospital. The responsibilities of the manager will include, but not be limited to, the scheduling of treatments, overseeing the Clinical Staff, and providing competency documentation for Clinical Staff scheduled at the Hospital.

**D. Facilities**

The Hospital will furnish Provider with space sufficient and suitable for the administration of the Services. The Hospital will provide all of the necessary utilities including electricity, heating/air conditioning and water as well as a storage area, capable of being locked, for dialysis machines, equipment and supplies. While on duty at Hospital, Clinical Staff shall be permitted to utilize the restroom, cafeteria facilities and other public facilities, and services available to Hospital employees.

**E. Equipment and Supplies – Provider and Hospital:**

Hospital shall provide all HD equipment necessary to render Services pursuant to this Agreement. Provider shall provide all PD equipment and related supplies. Provider shall maintain all of Hospital and Provider equipment, which may be used under this Agreement in proper working conditions pursuant to the manufacturer's specifications and applicable industry standards. Provider shall also perform periodic safety checks on such equipment. Provider shall, after depletion of current hospital supplies, furnish all dialysis specific supplies, including but not limited to, artificial kidney, blood lines, dialysate solutions and fistula needles. Provider shall make the preventative maintenance logs available for review when requested by Hospital. The hospital will supply all non-dialysis specific supplies that may be needed to perform the Services, to include but not limited to, tape, central line dressing kits, and PPE to care for COVID-19 positive patients, to include but not limited to PAPR system, isolation gown, gloves, and hand sanitizer. Any non-PD equipment rentals and/or transportation costs will be the Hospital responsibility.

**2. FEE SCHEDULE- (EXHIBIT A)**

For Services rendered by Provider hereunder, the Hospital will pay Provider in accordance with the attached Exhibit A. Hospital agrees to pay all charges net thirty (30) days of receipt of an invoice from Provider. Payment of the invoice shall be the sole obligation of the Hospital and shall not be contingent in any way upon the Hospital's collections from its patients or third-party payors.

### **3. SPECIAL CONDITIONS**

The Special Conditions to Subcontract are incorporated in this Subcontract as though fully set forth herein. Provider hereby acknowledges receipt of the Special Conditions.

3.1 The Provider will pay workman's compensation and Liability insurance as required by primary contract : Hospital shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance having a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement. Each will provide the other with certificates evidencing such insurance, if and as requested. Hospital further agree to maintain, for a period of not less than the term of this agreement, following the termination of this Agreement, any insurance required hereunder if underwritten on a claims-made basis. Hospital shall also maintain workers' compensation insurance on their respective employees throughout the term of this Agreement.

3.2 All local, city, state or local taxes associated with this account

3.3 Any special procedures covered by primary contract not listed, including cost of dry run and blood draw or dressing changes on non-dialysis days.

### **4. QUALITY**

4.1 Provider agrees to comply fully and completely with recommendations from the Hospital quality improvement committee, utilization review committee, infection control committee, or other appropriate medical staff committee or Hospital's risk management committee. Provider will participate fully in Hospital's quality improvement program (utilization review, quality improvement, infection control and risk management).

4.2 Provider will provide Hospital with all quality documentation submitted to Hospital monthly or as required.

### **5. TERMS**

This Agreement shall have an initial term of this Agreement ("Initial Term") shall be two (2) year(s) commencing on the Effective Date. At the end of the Initial Term and any Term Extensions (as defined herein), the term of this Agreement may be extended for an additional period of one year (a "Term Extension"), upon mutual written agreement of the parties. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Initial Term or the last Term Extension, as applicable.

### **6. TERMINATION**

This Agreement may be terminated as set forth in Section 6 above or at any time upon the occurrence of either of the following events:

a.) For just cause. Termination of this Agreement can take place with cause by either party failing to comply with the material provisions of this Agreement after reasonable notice of non-compliance and a reasonable opportunity of not less than thirty (30) days to correct, such non-compliance; or

b.) Without cause. Termination of this Agreement can take place without cause by either party, providing sixty (60) days advanced written notice is given. Provider shall have no obligation to dialyze patients admitted to the Hospital after the termination date. Termination of the Agreement shall not release the Hospital from paying Provider any sums which may then be due and owing to Provider for Services rendered prior to the effective date of termination.

## **7. GOVERNING LAW**

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the jurisdiction where the SERVICES are provided.

## **8. AMENDMENT**

This Agreement shall only be amended or modified by written document executed by authorized representatives of Hospital and Provider.

## **9. ARBITRATION**

Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Los Angeles County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

## **10. INDEMNIFICATION**

Each party agrees to indemnify and hold harmless the other, their officers, directors, shareholders, agents, and employees against all liability, claims, damages, suits, demands, expenses, and costs (including but not limited to, court costs and reasonable attorney's fees) of every kind arising out of or in consequence of the party's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of the indemnifying party, its agents, servants and employees in the performance of or conduct related to this Agreement. The party seeking indemnification shall promptly notify the other party in writing of any claim, lawsuit, or demand for payment asserted against or for which indemnification is sought and shall promptly deliver to the other party a true copy of any document or material of any kind that asserts such claim. The party seeking indemnification, its agents, representatives, and employees shall cooperate fully with the other party at all times during the pendency of the claim or lawsuit. Failure by the party seeking indemnification to comply with the above terms shall nullify the other party's duties under this section.

When the indemnifying party accepts its indemnification obligation, it reserves the right to 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. The party seeking indemnification may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.

## **12. HIPAA COMPLIANCE**

Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). Each party acknowledges and agrees that it is considered a covered entity under HIPAA. All patient medical records shall be treated as confidential so as to comply with all applicable federal and state laws

## **13. CONFIDENTIALITY**

In order to facilitate the performance of this Agreement, each party may deem it necessary to disclose to the other certain proprietary and/or confidential information. Such information may include, without limitation, patient information, personnel information, financial information, market information, pricing information and service delivery information. Each party agrees to keep such information confidential.

## **14. NOTICES**

All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to Hospital:

Los Angeles Surge  
Hospital  
2131 West 3<sup>rd</sup>  
St.  
Los Angeles, California 90057  
Attention: Chief Executive Officer

If to Provider:

BAC California, LLC.  
1505 S. Glendale Ave.  
Glendale, CA 91205  
Attention: Julie Poulsen, CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**LOS ANGELES SURGE HOSPITAL**

By: [Signature]  
Name: James Spranger  
Title: CEO  
Date: 4/10/2020

**BAC CALIFORNIA, LLC.**

By: [Signature]  
Name: Julie Ponsen  
Title: CEO  
Date: 4/10/2020

## BAC CALIFORNIA, LLC

### EXHIBIT A

<b>Procedure/Service Payment</b>	<b>Payment To Provider</b>	<b>Per</b>
<b>ACUTE HEMODIALYSIS</b>		
Acute hemodialysis (HD) 3-hours or less (weekday)	\$575	Treatment
Acute hemodialysis (HD) 3-hours or less (weekend)	\$625	Treatment
Acute hemodialysis (HD) > 3-hours (weekday)	\$625	Treatment
Acute hemodialysis (HD) > 3-hours (weekend)	\$675	Treatment
<b>PERITONEAL DIALYSIS</b>		
Peritoneal Dialysis (PD) (to include disconnect, etc.)	\$475	Treatment
Single Bag Exchange (PD)	\$275	Single Bag Exchange
<b>ADDITIONAL Payment</b>		
Dry run or cancellation of HD or PD	\$175	Treatment Cancellation before set-up
Dry run or cancellation of HD or PD	\$250	Treatment Cancellation after set-up
Wait time	\$75	30 min
De-clot Catheter	\$125	Treatment