

AMENDMENT TO THE AGREEMENT  
WITH GAMBRO HEALTHCARE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and GAMBRO HEALTHCARE (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on July 24, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. All references to Gambro Healthcare will be amended to read "Gambro Healthcare Renal Care, Inc., a Nevada Corporation.

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

"2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for the contract term."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

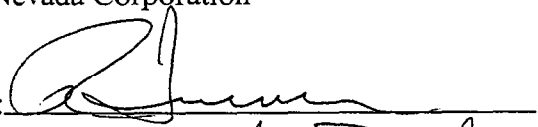
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of July 24, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

GAMBRO HEALTHCARE RENAL CARE, INC.,  
A Nevada Corporation

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

By:  \_\_\_\_\_  
Title Regional Vice President

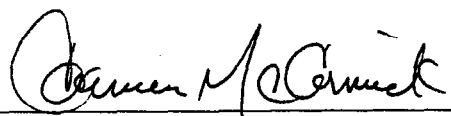
Date: \_\_\_\_\_

Date: 7/02/02

ATTEST:

Approved as to Form for Gambro Healthcare  
Renal Care, Inc.

By: \_\_\_\_\_  
Clerk of Said Board

By:  \_\_\_\_\_  
Carmen McCormick

Date: \_\_\_\_\_

Title Division Counsel

Date 6/28/02

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

Date: June 5, 2001  
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864  
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267  
Subject: Contract Insurance Approval

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CONTRACTOR: Gambro Healthcare, Inc.

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide acute dialysis for patients at San Mateo County General Hospital

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$ 3m/5m	<input checked="" type="checkbox"/>	_____	_____
Motor Vehicle Liability:	\$ 1m	<input checked="" type="checkbox"/>	_____	_____
Professional Liability:	\$ 3m/5m	<input checked="" type="checkbox"/>	_____	_____
Worker's Compensation:	Statutory	<input checked="" type="checkbox"/>	_____	_____

REMARKS/COMMENTS:

1 m professional } ok verbal by Priscilla  
2 m excess liability }

Priscilla Morse

SIGNATURE

# MARSH USA INC.

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
NYC-001210309-00

PRODUCER  
Marsh USA Inc.  
1166 Avenue of the Americas  
New York, NY 10036-2774  
Attn: Jenny Cui(212)345-3868

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

### COMPANIES AFFORDING COVERAGE

COMPANY  
**A** STEADFAST INSURANCE COMPANY

COMPANY  
**B** ZURICH-AMERICAN INSURANCE CO.

COMPANY  
**C** PACIFIC EMPLOYERS INSURANCE COMPANY

COMPANY  
**D** ...

00216 -00001-GAMBR-

INSURED  
GAMBRO Healthcare, Inc.  
PO Box 6015  
Nashville, TN 37027-6015  
Attn: Bud Gray

### COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
D	GENERAL LIABILITY	SELF-INSURED RETENTION	05/15/02	05/01/03	GENERAL AGGREGATE \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Hospital Professional				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> Liability - Claims Made				MED EXP (Any one person) \$
	B	AUTOMOBILE LIABILITY	BAP 2165849-05 (ALL STATES)	05/01/02	05/01/03
<input checked="" type="checkbox"/> ANY AUTO		MA 2165850-05(MA)	05/01/02	05/01/03	
<input type="checkbox"/> ALL OWNED AUTOS		TAP 2165851-05 (TX)	05/01/02	05/01/03	BODILY INJURY (Per person) \$
<input type="checkbox"/> SCHEDULED AUTOS		BAP 2165852-05 (VA)	05/01/02	05/01/03	BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$500 DEDUCTIBLE FOR COMP & COLLISION			
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	DCC 6869249-10	05/15/02	05/01/03	EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLR C4298730A (AOS)	05/01/02	05/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		SCF C42987347 (WI)	05/01/02	05/01/03	EL EACH ACCIDENT \$ 1,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

RE: Evidence of Coverage-GAMBRO Healthcare Renal Care, Inc-Acute Dialysis Agreement. Certificate holder is included as an additional insured.

### CERTIFICATE HOLDER

Tere Larcina  
Hospital & Clinics (HOS316MM)  
San Mateo County Health Center  
Hospital and Clinics Division  
222 W. 39th. Avenue  
San Mateo, CA 94403

### CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.  
By: Jenny Cui

MM1(9/99)

VALID AS OF: 05/15/02