

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
GAMBRO HEALTHCARE RENAL CARE, INC., A NEVADA CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and GAMBRO HEALTHCARE RENAL CARE, INC., A NEVADA CORPORATION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement to provide acute inpatient dialysis services to medically indigent adults at San Mateo Medical Center on September 9, 2003. This agreement was subsequently amended on July 27, 2004 by Resolution Number 66846; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$37,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Paragraph A, Maximum Amount in Section 2, Payments, 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 FOUR HUNDRED THIRTY-SEVEN THOUSAND DOLLARS (\$437,000) for the contract term."
2. **All other terms and conditions of the agreement dated September 9, 2003, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Richard S. Gordon, President  
Board of Supervisors, San Mateo County

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


ATTEST:

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

GAMBRO HEALTHCARE RENAL CARE, INC.,  
A NEVADA CORPORATION

  
Contractor's Signature

Date: 6/7/05

Approved As To Form:  
By:   
Name: Jon Kweller  
Title: Western Division Counsel

COUNTY OF SAN MATEO  
SAN MATEO MEDICAL CENTER

MEMORANDUM

Date: June 8, 2005  
To: Steve Rossi, Risk Management/ Pony # EPS 163 Fax # 363-4864  
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267  
Subject: Contract Insurance Approval

CONTRACTOR: Gambro Healthcare Renal Care, Inc., A Nevada Corporation

DO THEY TRAVEL:

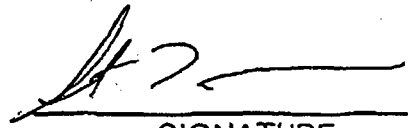
PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide acute dialysis for patients at San Mateo Medical Center.

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

REMARKS/COMMENTS:



SIGNATURE

Steve M. Rossi 6/13/05  
Risk Manager

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
NYC-002307728-02

**PRODUCER**

Marsh USA Inc.  
1166 Avenue of the Americas  
New York, NY 10036

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 ZURICH AMERICAN INS.CO

COMPANY

B ACE AMERICAN INSURANCE COMPANY

COMPANY

C N/A

COMPANY

D

00216 -GAMBR-#1-05-06

**INSURED**

GAMBRO HEALTHCARE INC.  
P.O. BOX 6015  
BRENTWOOD, TN 37027  
ATTN: BUD GRAY

This certificate supersedes and replaces any previously issued certificates of the policy and its safety.

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. AGGREGATE 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
A	<b>GENERAL LIABILITY</b>	SELF INSURED RETENTION	05/01/05	05/01/06	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"/> OWNERS' & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> Healthcare Professional Liability - Claims Made				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b>	BAP 2165849-08 AOS	05/01/05	05/01/06	COMBINED SINGLE LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	MA 2165850-08 MA	05/01/05	05/01/06	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> ALL OWNED AUTOS	TAP 2165851-08	05/01/05	05/01/06	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WLRC44186494 (AOS)	05/01/05	05/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		SCFC44186536 (WI)	05/01/05	05/01/06	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
	OTHER				EL DISEASE-EACH EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

EVIDENCE OF COVERAGE

**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, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Edward J. Basso

MM/3/05

VALID AS OF: 05/02/05