

FIRST AMENDMENT TO PHYSICIAN SERVICES AGREEMENT

This First Amendment (this “**First Amendment**”) is effective as of July 1, 2022, 2022 (the “**Effective Date**”) between Lucile Salter Packard Children’s Hospital at Stanford (“**LPCH**”), and the County of Monterey on behalf of Natividad Medical Center, an acute care hospital owned and operated by Monterey County (“**Hospital**”).

RECITAL

Hospital and LPCH entered into that certain Physician Services Agreement dated September 1, 2021 (the “Agreement”) and the parties desire to amend the Agreement as follows to allow LPCH Physicians to provide additional professional services.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and LPCH agree as follows:

1. **Defined Terms and Amendments**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Section 6**. Section 6 to the Agreement is hereby amended and restated to read in its entirety as follows:

“6. **Compensation**. In consideration of LPCH’s provision of services herein to Hospital, Hospital shall pay to LPCH the amount determined in accordance with **Exhibit B** (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to LPCH under this Agreement shall not exceed the aggregate amount of Four Hundred Twenty-Six Thousand Eight Hundred Eighty-Eight Dollars (\$426,880).”
3. **Exhibits A and B**. Exhibits A and B are hereby replaced in their entirety with the Exhibits A and B attached hereto.
4. **Counterparts**. This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
5. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
6. **Reference**. After the date of this First Amendment, any reference to the Agreement shall mean the Agreement as amended by this First Amendment.

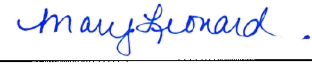
[signature page follows]

IN WITNESS, the duly authorized representatives of the parties have executed this First Amendment as of the Effective Date.

LUCILE SALTER PACKARD CHILDREN'S HOSPITAL AT STANFORD

By 
Name: Paul King
Title: Chief Executive Officer

Approved as to Content:


By 
Name: Mary Leonard, M.D.
Title: Chair, Department of Pediatrics; Stanford University School of Medicine

NATIVIDAD

Deputy Purchasing Agent


Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:

C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 6/8/2022 | 4:39 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

D3834BFEC1D8449...
Deputy Auditor/Controller

Date: 6/8/2022 | 4:58 PM PDT

EXHIBIT A

PROFESSIONAL SERVICES AND SERVICE SCHEDULE

I. MATERNAL FETAL MEDICINE

Professional Clinical Services:

Physician(s) shall provide inpatient maternal fetal consults in-person or via telehealth to patients of Hospital during the term of this Agreement according to a mutually agreed upon schedule (excluding holidays recognized by Stanford University and vacation as allowed under Stanford University's employment policies and scheduled with Hospital). LPCH shall ensure Physician(s) are available to provide the Professional Services: a minimum of forty (40) hours/month. Additionally, LPCH shall provide telephone access to a provider experienced in maternal fetal medicine during such times when the Physician(s) are not scheduled to be available.

Administrative Services:

LPCH shall provide one or more Physicians to provide clinical education, lectures, review of Hospital policies/protocols and Q/A committee attendance up to a maximum of four (4) hours per month.

II. MEDICAL DIRECTOR SERVICES FOR THE SALLY P ARCHER CHILD ADVOCACY CENTER & BATES-ELDREDGE CHILD ABUSE CLINIC

Medical Director Services: LPCH shall ensure Physician provides the following Medical Director Services for the Sally P Archer Child Advocacy Center & Bates-Eldredge Child Abuse Clinic (the "Department") for 32 hours each month:

1. Provide general administration of the day-to-day operations of the Department;
2. Advise and assist in the development of protocols and policies for the Department;
3. Schedule, coordinate and supervise the provision of medical and ancillary services within the Department;
4. Supervise Child Advocacy Advanced Practice Practitioner including reviewing and signing all patient charts;
5. Prepare such reports and records as may be required by this Agreement, Hospital or the Medical Staff;
6. Participate in Hospital and Medical Staff committees upon request by Hospital including without limitation:
 - a. weekly Suspected Child Abuse and Neglect (SCAN) meetings
 - b. quarterly meetings with Child Abuse Prevention Council
 - c. weekly meetings with Mental Health/Family and Children's Services
 - d. monthly Sexual Assault Response Team (SART) case review with County District Attorney
7. Participate in utilization review programs, risk management and quality assurance programs; and
8. Assist Hospital management with preparation for, and conduct of, any inspections and on-site surveys of Hospital or the Department conducted by governmental agencies, accrediting organizations, or payors contracting with Hospital.

Time Reports. LPCH shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Medical Director Services. Such time sheets shall be on the then-current form provided by Hospital.

EXHIBIT B

COMPENSATION

I. COMPENSATION FOR MATERNAL FETAL MEDICINE SERVICES

In consideration of the Physicians' availability and provision of the maternal fetal medicine Professional Clinical Services herein, Hospital shall pay LPCH \$13,200 per month.

In consideration of the Physicians' provision of Administrative Services, Hospital shall pay to LPCH \$1,320 per month.

II. COMPENSATION FOR MEDICAL DIRECTOR SERVICES FOR THE SALLY P ARCHER CHILD ADVOCACY CENTER & BATES-ELDREDGE CHILD ABUSE CLINIC

In consideration of Physician's provision of the medical director services for the Department, Hospital shall pay to LPCH \$175.00 per hour.

Timing. Hospital shall pay the compensation due for Medical Director Services performed by LPCH after LPCH's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if LPCH does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Medical Director Services were performed, Hospital shall not be obligated to pay for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

All payments shall be made payable to the "Lucile Salter Packard Children's Hospital at Stanford" according to the payment terms of this Agreement. All payments shall be sent to the following address:

Accounting Department
Lucile Salter Packard Children's Hospital at Stanford
725 Welch Road, MC 5553
Palo Alto, CA 94304
Attn: Controller

