

SECOND AMENDMENT TO PHYSICIAN SERVICES AGREEMENT

This Second Amendment to the Physician Services Agreement (this “*Amendment*”) is made and entered into as of September 1, 2022, by and between COUNTY OF MONTEREY (“*County*”) on behalf of Natividad Medical Center (“*Hospital*”), and Lucile Salter Packard Children’s Hospital at Stanford (“*LPCH*”), with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. LPCH and Hospital are parties to that certain Physician Services Agreement, dated September 1, 2018, as amended by the First Amendment, dated September 1, 2020, (the “*Agreement*”) pursuant to which LPCH provides retinopathy of prematurity screening services to patients in Hospital’s neonatal intensive care unit (“*NICU*”).
- C. Hospital and LPCH desire to amend the Agreement to extend the term by twenty-four months and add \$90,000 to the total amount payable for services provided under this agreement.

AGREEMENT

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

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

“**6. COMPENSATION** In consideration of the Contracted Services provided to the Hospital by LPCH, the Hospital shall pay LPCH thirty (30) days after receipt of the certified invoice in the Auditor-Controller’s Office in accordance with the compensation schedule described in Exhibit B (Compensation for Contracted Services.) The total amount payable by Hospital to LPCH under this Agreement shall not exceed Two Hundred Seventy Thousand Dollars (\$270,000).”

- 3. **Section 10.a.** Section 10.a. to the Agreement is hereby amended and restated to read in its entirety as follows:

“a. **Term.** This Agreement shall commence the Effective Date and shall continue in full force and effect until August 31, 2024 (the “*Expiration Date*”), unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be renewed upon the mutual written agreement of the parties.”

4. **Counterparts.** This 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.

6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and LPCH have executed this Amendment as of the day and year first written above.

**LUCILE SALTER PACKARD
CHILDREN'S HOSPITAL AT
STANFORD**, a California
non-profit public benefit corporation

By: *Paul Di...*
Its President & CEO

Date: August 9, 2022

By: *[Signature]*
Its Professor and Chair, Department of Ophthalmology

Date: August 11, 2022

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
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Stacy Saetta, Deputy County Counsel

Date: 8/17/2022 | 5:41 PM PDT, 20__

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Gary Giboney
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Deputy Auditor/Controller

Date: 8/18/2022 | 8:09 AM PDT, 20__

