

**FIRST AMENDMENT TO PHYSICIAN SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO PHYSICIAN SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of September 1, 2020, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Lucile Salter Packard Children’s Hospital at Stanford (“**LPCH**”), a California non-profit public benefit corporation (“**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 have entered into that certain Physician Services Agreement, dated September 1, 2018, (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 to 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 One Hundred Eighty Thousand Dollars (\$180,000).”

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 become effective on September 1, 2018 (the “**Effective Date**”), and shall continue until August 31, 2022 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

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.

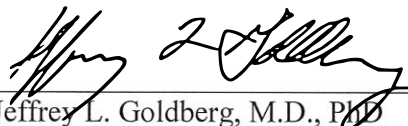
**LPCH**

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

By:   
Paul A. King, President & CEO

Date: 7/23, 2020

Approved as to content:

By:   
Jeffrey L. Goldberg, M.D., PhD  
Chairman, Department of Ophthalmology, Stanford University School of Medicine

Date: 07/27, 2020

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

Date: \_\_\_\_\_, 20\_\_

APPROVED AS TO LEGAL PROVISIONS:

  
Stacy Saetta, Deputy County Counsel

Date: 8/3/2020, 20\_\_

APPROVED AS TO FISCAL PROVISIONS:

  
Deputy Auditor/Controller

Date: 8-7-2020, 20\_\_