

**SEVENTH AMENDMENT TO
THE PRIMARY HOSPITAL AND
OUTPATIENT LABORATORY
SERVICES AGREEMENT**

*Never executed
See Amendment
12*

This Seventh Amendment to the Primary Hospital and Outpatient Laboratory Services Agreement ("Amendment") is made this _____ day of _____, 2011, by and between the Santa Cruz-Monterey-Merced Managed Medical Care Commission, doing business as the Central California Alliance for Health, a public entity organized under the laws of the State of California, hereinafter referred to as "Plan", and Natividad Medical Center, a County Hospital, hereinafter referred to as "Contractor".

RECITALS

- A. The Santa Cruz/Monterey Managed Medical Care Commission and Contractor entered into the Primary Hospital Services Agreement effective July 1, 2007, the First Amendment to the Primary Hospital Services Agreement effective October 1, 2008, the Second Amendment to the Primary Hospital Services Agreement effective February 1, 2009, the Third Amendment to the Primary Hospital Services Agreement effective July 1, 2009, the Fourth Amendment to the Primary Hospital Services Agreement effective July 1, 2009, the Fifth Amendment to the Primary Hospital Services Agreement, whereby the Agreement became the Primary Hospital and Outpatient Laboratory Services Agreement, effective August 1, 2009, and the Sixth Amendment to the Primary Hospital and Outpatient Laboratory Services Agreement effective July 1, 2009 (together the "Agreement").
- B. Both Plan and Contractor desire to change certain terms of the Agreement.
- C. Plan has entered into an agreement with the County of Monterey ("County") and has agreed to provide administrative support services on behalf of County for County's Low Income Health Program ("LIHP").
- D. Contractor desires to participate as a Participating Provider for the County Low Income Health Program and agrees to look solely to County for payment for Covered Services provided to Low Income Health Program Members.
- E. References to Sections and Exhibits below are to Sections and Exhibits, respectively, of the Agreement.

NOW, THEREFORE, the parties hereby amend the terms of the Agreement as follows:

- 1. Section 4.7, Termination of LIHP Without Cause, shall be added to state in full as follows:

"4.7 Termination of LIHP Without Cause. Either party may terminate the Agreement at any time with respect to the Low Income Health Program (LIHP) only