

SECOND AMENDMENT TO PHYSICIAN SERVICES AGREEMENT

This Second Amendment (this “**Second Amendment**”) is effective as of September 1, 2023 (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, amended July 1, 2022 (collectively the “Agreement”) and the parties desire to amend the Agreement as follows to extend the term by twelve months and to add Three Hundred Thousand Dollars (\$300,000) to the aggregate not to exceed amount.

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 Seven Hundred Twenty-Six Thousand Eight Hundred Eighty-Eight Dollars (\$726,880).”

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. **Exhibits B.** Exhibits B is hereby replaced in their entirety with the Exhibits B attached hereto.

5. **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.

6. **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.

7. **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:

Stacy Saetta, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____

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 \$13,596 per month.

In consideration of the Physicians' provision of Administrative Services, Hospital shall pay to LPCH \$1,360 per month.

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

In consideration of Physician's provision of the medical director services for the Department, Hospital shall pay to LPCH \$180.25 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