

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

This Tenth Amendment to the Primary Hospital and Outpatient Laboratory Services Agreement ("Amendment") is entered into and is effective this first day of January, 2012 ("Effective Date of Amendment"), 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, as amended. The Agreement became the Primary Hospital and Outpatient Laboratory Services Agreement as a result of the Fifth Amendment, effective August 1, 2009.
- B. On April 22, 2009, all rights and duties of the Santa Cruz/Monterey Managed Medical Care Commission were transferred to the Santa Cruz-Monterey-Merced Managed Medical Care Commission, pursuant to California Welfare and Institutions Code Section 14087.54, Merced County Code Chapter 9.43, Monterey County Code Chapter 2.45, and Santa Cruz County Code Chapter 7.58. The Santa Cruz-Monterey-Merced Managed Medical Care Commission filed with the California Secretary of State to do business as Central California Alliance for Health, effective July 1, 2009.
- C. Both Plan and Contractor desire to change certain terms of the Agreement.
- D. Subject to any necessary approval by the State, this Amendment shall be effective on the Effective Date of Amendment set forth above.
- 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. Exhibit 2 Section A, (1). In the first paragraph of Exhibit 2 Section A. (1), delete the * symbol located in the last sentence, effective January 1, 2012.

2. Exhibit 2 Section A. (1). In the second paragraph of Exhibit 2 Section A. (1), delete the entire first sentence and replace with the following sentence, effective January 1, 2012:

“This payment is payment in full for all such Covered Services that are provided to Medi-Cal Members, as well as any necessary administrative services; provided, however, Plan shall pay the Laparoscopic Gastric Banding Implant kit at the invoice cost in addition to the Laparoscopic Gastric Banding Surgery Day One per diem.”

3. Exhibit 2 Section A. (1). In the second paragraph of Exhibit 2 Section A. (1), delete the entire last sentence “Ten percent (10%) of the payment set forth above shall be held in reserve by Contractor to absorb possible cost overruns in Risk Group Medi-Cal risk sharing pools affiliated with Contractor as set forth below in Section C.” in its entirety, effective January 1, 2012.

4. Exhibit 2 Section B., Hospital Outpatient and Emergency Room Services. Delete Exhibit 2 Section B., Hospital Outpatient and Emergency Room Services, in its entirety, and replace with the following Exhibit 2 Section B., Hospital Outpatient and Emergency Room Services, effective March 1, 2012:

“B.

3.3 of this Agreement, and is subject to the Coordination of Benefits rules set forth in Section 3.5 of this Agreement.”

5. Exhibit 2 Section C., Risk Sharing. Delete Exhibit 2 Section C., Risk Sharing, in its entirety, effective January 1, 2012.

6. Exhibit 3 Section A. 10. a. (1). In the second paragraph of Exhibit 3 Section A. 10. a. (1), delete the entire first sentence and replace with the following sentence, effective January 1, 2012:

“This payment and the amount set forth in Section 3.4 (b) (i) is payment in full for all such Covered Services that are provided to Healthy Families Members, as well as any necessary administrative services.”

7. Exhibit 3 Section A. 10. a. (1). In the second paragraph of Exhibit 3 Section A. 10. a. (1), delete the second to the last sentence, “Ten percent (10%) of the payment set forth above shall be held in reserve by Contractor to absorb possible cost overruns in Risk Group Healthy Families risk sharing pools affiliated with Contractor as set forth below in Section c.” in its entirety, effective January 1, 2012.

8. Exhibit 3 Section A. 10. c., Risk Sharing. Delete Exhibit 3 Section A. 10. c, Risk Sharing, in its entirety, effective January 1, 2012.

9. In all other respects, the provisions of the Agreement are ratified and reconfirmed. In the event there is any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. The Agreement, as amended, is the entire agreement of the parties and supersedes all prior negotiations, proposals or understandings relating to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives.

Plan
Central California Alliance for Health

By: Jane Parker

Print Name: Jane Parker

Title: Chair, CCAH

Date: May 15, 2012

Contractor
Natividad Medical Center

By: Harry Weiss

Print Name: Harry Weiss

Title: CEO

Date: 5/15/12