

THIRD AMENDMENT TO PHYSICIAN SERVICES AGREEMENT

This Third Amendment to the Physician Services Agreement (this “*Amendment*”) is made and entered into as of September 1, 2024, 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, and Second Amendment dated September 1, 2022 (collectively 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-five months and add \$100,000 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 Three Hundred Seventy Thousand Dollars (\$370,000).”

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 September 30, 2026 (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 A. [Signature]*
Its CEO

Date: 8/7/24

Approved as to content by:

By: *[Signature]*
Its Professor and Dept Chair

Date: 8/9/24

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
696D21D44C4341D...
Stacy Saetta, Deputy County Counsel

Date: 8/14/2024 | 10:47 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Deputy Auditor/Controller

Date: 8/15/2024 | 7:09 AM PDT

Compensation for Contracted Services

A. In consideration of the Physician's provision of the Contracted Services and availability to the Hospital to provide the Contracted Services, Hospital shall pay LPCH in the amount of Forty-Six Thousand Three Hundred Fifty Dollars (\$46,350) per year, during the term of this Agreement provided the Hospital has zero (0) to five (5) patients per month that require the Contracted Services. Hospital shall pay LPCH in twelve (12) equal monthly installments, each in the amount of Three Thousand Eight Hundred Sixty-Three Dollars (\$3,863) payable to the "Lucile Salter Packard Children's Hospital at Stanford" at the address provided below. The compensation amount has been determined by the most recent 12-month census of patients that meet initial screening criteria in Attachment A. If, after the first year of this Agreement, the average number of examinations per month, based upon criteria set forth in Attachment A, exceeds the projected volume of examinations, LPCH shall determine the charge which shall be assessed to the Hospital for the higher volume of patients.

B. Hospital shall pay the compensation due for Contracted 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 Contracted 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 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