

First Amendment to Amended and Restated California Perinatal Quality Care Collaborative Membership Agreement

The Amended and Restated CPQCC Membership Agreement (the “**Agreement**”) effective as of October 22, 2020 (the “**Effective Date**”) by and between The Board of Trustees of the Leland Stanford Junior University, on behalf of the California Perinatal Quality Care Collaborative / California Maternal Quality Care Collaborative within the School of Medicine (“**CPQCC**”), and San Bernardino County on behalf of Arrowhead Regional Medical Center (“**Participant**”) is hereby amended as set forth below effective October 22, 2025 (“**First Amendment**”). [San Bernardino County is a political subdivision of the State of California operating Arrowhead Regional Medical Center, a hospital or surgery center.]

The purpose of this First Amendment is to extend the term of the Agreement and to revise or update certain other provisions of the Agreement.

1. **Terms.** Capitalized terms not defined herein shall be given the same meaning as set forth in the Agreement.
2. **Amendments.** The Agreement shall be amended as follows:
 - a. All references to “County of San Bernardino” in the Agreement are amended to read “San Bernardino County”.
 - b. Section 8.a “Term” is amended to add the following language: “After the Initial Term, this Agreement shall renew for an additional five (5) years through October 31, 2030 (“**Renewal Term**”).”
 - c. Section 9.a “Fees” and 9.b “Invoicing” shall be deleted in its entirety and replaced with the following; all other subsections of Section 9 remain unchanged from the previous agreements and amendments:

9. Fees and Payment.

- a) **Fees.** In consideration of the services provided under this Agreement, Participant agrees to pay CPQCC an annual membership fee for each participating hospital identified on Attachment E, upon invoice by CPQCC each year for the upcoming program year. The annual membership fee for 2025 is \$16,700.

Such membership fee each year thereafter shall be subject to an annual increase after reasonable notice from CPQCC to Participant. In addition, CPQCC reserves the right to impose certain reasonable late fees on Participant for late payment of the annual membership fee or late data submission of Participant Data.

- b) **Invoicing:** Once per year, CPQCC shall issue an electronic annual fee invoice to Participant at least forty-five (45) days prior to the due date indicated on the invoice to

the Participant contact(s) listed in the CPQCC database, which can be updated by the Participant online.

- c. Section 20 “Notices” is amended, in part, to update the contact information for CPQCC and the copy to for Stanford University’s Office of General Counsel:

If to CPQCC, to:

California Perinatal Quality Care Collaborative
Attn: Rebecca Robinson
Center for Academic Medicine
Neonatology – MC 5660
453 Quarry Road
Palo Alto, CA 94304

With a copy to:

Stanford University
Office of General Counsel
Attn: University Counsel for School of Medicine
Building 170, Third Floor, Main Quad
P.O. Box 20386
Stanford CA 94305-2038

- d. In Attachment C “Business Associate Agreement” to the Amended & Restated California Perinatal Quality Care Collaborative Membership Agreement, Section 5.7 “Notices” is amended, in part, to update the contact information for notices to Business Associate:

If to Business Associate, to:

Stanford University
Office of the Chief Risk Officer
Attn: Chief Privacy Officer
505 Broadway, 6th Floor (Mail Code: 6212)
Redwood City, CA 94063

With a copy to:

Stanford University
Office of General Counsel
Attn: University Counsel for School of Medicine
Building 170, Third Floor, Main Quad
P.O. Box 20386
Stanford CA 94305-2038

3. **Entire Agreement.** The Amended and Restated CPQCC Membership Agreement, as previously amended, and including this First Amendment, contain the entire agreement of the Parties. It may not be changed orally, but only by an agreement in writing, signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.
4. **Binding Effect.** This First Amendment shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the Parties; it being understood, however, that the rights hereunder are personal to the Parties, and neither Party may assign its interest in or obligations under this First Amendment without the prior written consent of the other Party.
5. **Electronic Signatures.** The Parties to this First Amendment agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this First Amendment in a court of law based solely on the absence of an original signature.
6. **Counterparts; Facsimiles.** This First Amendment and any subsequent amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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IN WITNESS WHEREOF, the Parties’ authorized representatives as designated by each participating institution attest to and execute This First Amendment, effective as of October 22, 2025.

**THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY**

**PARTICIPANT: SAN BERNARDINO COUNTY ON
BEHALF OF ARROWHEAD REGIONAL MEDICAL
CENTER**

Signed by:
By: Victoria Leyton
370761BEE731414...

By: _____

Name: Victoria Leyton

Name: Dawn Rowe

Title Assistant Dean, Research Operations,
Research Management Group, Stanford
University, School of Medicine

Title: Chair, Board of Supervisors

Date: 09/04/2025

Date: _____

READ AND UNDERSTOOD:

Signed by:
By: Rebecca Robinson
01726684BCC2432...

Name: Rebecca Robinson

Title: Administrative Director, Business
Enterprises, CPQCC/CMQCC

Date: 09/04/2025