

CALIFORNIA MATERNAL QUALITY CARE COLLABORATIVE SECOND AMENDMENT TO PARTICIPATION AGREEMENT

The California Maternal Quality Care Collaborate Participation Agreement (“Participation Agreement” or “Agreement”) effective as of April 19, 2016 (“Effective Date”), and amended with First Amendment on April 19, 2019, by and between The Board of Trustees of the Leland Stanford Junior University, on behalf of the California Maternal Quality Care Collaborative / California Perinatal Quality Care Collaborative within the School of Medicine (“CMQCC” or “Collaborative”), and San Bernardino County on behalf of Arrowhead Regional Medical Center (“Participant”) is hereby amended as set forth below effective April 19, 2022 (“Second Amendment”).

The purpose of this Second 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 Participation 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 4 (a) shall be deleted in its entirety and replaced with the following:

4 (a). The initial term of the Participation Agreement (“Initial Term”) is for a period of three (3) years beginning on the Effective Date. Upon the expiration of the Initial Term the Agreement shall be effective for an additional three-year term (the “First Renewal Term”), through April 19, 2022. Upon the expiration of the First Renewal Term, the Agreement shall be effective for an additional three-year term (the “Second Renewal Term”), through April 19, 2025. At the end of the Second Renewal Term, this Participation Agreement may be renewed upon the written agreement of both parties.

- c. Section 6(a) shall be deleted in its entirety and replaced with the following:

6. Fees and Payment.

- a) Fees. In consideration of the services provided under this Agreement, Participant agrees to pay CMQCC an annual membership fee posted on the CMQCC website. Participant may be eligible for various discounts contingent on additional funding that CMQCC may have available.

CMQCC reserves the right to increase fees and /or modify the discount framework from year to year; the updated fee and discount options will be posted on the CMQCC website no later than October 1st of each year for the next calendar year’s annual membership fee.

d. Section 10 of the Agreement shall be deleted in its entirety and replaced with the following:

10. Reserved.

e. Section 2.5.2 of Attachment A (Business Associate Agreement) (the “BA Agreement”) shall be deleted in its entirety and replaced with the following:

2.5.2 Business Associate shall report any Security Incident involving electronic PHI of which it becomes aware in the following manner: (a) any actual, successful Security Incident will be reported to Covered Entity in writing without unreasonable delay, and (b) this section will be deemed as notice to Covered Entity that Business Associate periodically receives attempted, unsuccessful Security Incidents, and if unsuccessful, Business Associate will not provide any further notice, unless they result in a reportable breach.

3. **Entire Agreement.** This Second Amendment and the Participation Agreement 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 Second 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 Amendment without the prior written consent of the other Party.
5. **Electronic Signatures.** The Parties to this Second 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 Second Amendment in a court of law based solely on the absence of an original signature.
6. **Counterparts; Facsimiles.** This Second 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. Facsimile or .pdf copies hereof shall be deemed to be originals.

[Signature Page Follows --- Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties' authorized representatives as designated by each participating institution attest to and execute this Second Amendment, effective as of the Second Amendment Effective Date.

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

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

By: K. Thompson

By: _____

Name: Kathleen Thompson

Name:

Title: Dean's Office Representative
School of Medicine, Stanford University

Title:

Date: 11/28/21

Date: _____

READ AND UNDERSTOOD: By:



Name: Leslie A. Kowalewski

Title: Administrative Director,
California Maternal Quality Care
Collaborative ("CMQCC")

Date: 11/29/21