

The County of San Bernardino on
Behalf of Arrowhead Regional
Medical Center

Second Amendment

April 1, 2020

**SECOND AMENDMENT
TO
FEE FOR SERVICE HOSPITAL AGREEMENT**

This Second Amendment (this "Second Amendment") is entered into by and between California Physicians' Service, dba Blue Shield of California, a California nonprofit corporation ("Blue Shield"), and The County of San Bernardino on Behalf of Arrowhead Regional Medical Center, a corporation ("Hospital"), and amends the terms of that certain Fee For Service Hospital Agreement, with an original effective date of April 1, 2017, by and between Blue Shield and Hospital, as amended to date (the "Agreement"). Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Agreement.

RECITALS

- A. Blue Shield is licensed as a prepaid health care service plan under the Knox-Keene Act of 1975, as amended (the "Knox-Keene Act"). Blue Shield contracts with individuals, associations, employer groups, and governmental entities to provide or to arrange for the provision of covered health care services to Members (as defined herein) enrolled in HMO, EPO, and PPO benefit plans.
- B. The parties previously entered into the Agreement, pursuant to which Hospital agreed to furnish certain Covered Services to Blue Shield Members.
- C. The parties have agreed to amend certain provisions of the Agreement as set forth herein.

AGREEMENT

The parties hereto agree as follows:

- 1. Section 10.1 of the Agreement is hereby deleted and replaced in its entirety to read in full as follows:
 - 10.1 Term.** This Agreement shall become effective as of April 1, 2017 and, unless earlier terminated as set forth in this Agreement, shall terminate effective June 30, 2020.
- 2. When executed by both parties, this Second Amendment shall be effective as of April 1, 2020. Except as specifically set forth in this Second Amendment, all other conditions contained in the Agreement shall continue in full force and effect. After the effective date of this Second Amendment, any reference to the Agreement shall mean the Agreement as supplemented by this Second Amendment. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the terms and conditions of this Second Amendment and those contained within the Agreement, the terms and

conditions of this Second Amendment shall prevail

3. This Second 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.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their authorized representatives:

BLUE SHIELD OF CALIFORNIA

Signature: _____



Print Name: Aliza Arjoyan

Title: Senior Vice President, Provider
Partnerships & Network Management

Date: 3/26/2020

**THE COUNTY OF SAN BERNARDINO ON
BEHALF OF ARROWHEAD REGIONAL
MEDICAL CENTER**

Signature: _____

Print Name: _____

Title: _____

Date: _____