

AMENDMENT NO. 2

TO THE MOBILE HEALTH CARE

Mobile Health Care Services Agreement

This AMENDMENT No. 2 (“Amendment”) is made and entered into as of July 1, 2019 (the “Effective Date”) by and between Children’s Hospital of Orange County, dba CHOC Children’s Hospital, a California nonprofit public benefit corporation (“CHOC”) and Newport-Mesa Unified School District (“District”), with respect to the following facts:

RECITALS

A. **WHEREAS**, District and CHOC are parties to that certain Mobile Health Care Services Agreement dated July 1, 2013, and amended July 1, 2016, respectively (the “Agreement”).

B. **WHEREAS**, District and CHOC wish to amend and extend the Agreement formally at this time.

NOW THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. Section 1. Term and Termination is hereby amended as follows:

The term of this Agreement shall be extended for three (3) years from July 1, 2019 to June 30, 2022, and thereafter may be extended for additional terms upon mutual written agreement of the parties, unless terminated by either party upon ninety (90) days’ prior written notice to the other party at any time during the initial term or any extended term of this Agreement. This Agreement shall immediately terminate in the event funding for the CHOC Mobile Clinics is no longer available.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

Children’s Hospital of Orange County

By: _____
Name: Matthew S. Gerlach
Its: Executive Vice President &
Chief Operating Officer

Newport-Mesa Unified School District

By: _____
Name: Sara Jocham Ed.D
Its: Assistant Superintendent, Student Support
Services/SELPA

Reviewed & Approved by CHOC Legal:
