

THIS AMENDMENT NO. 3 TO
MANAGEMENT AND OPERATING AGREEMENT
BETWEEN THE CITY OF VALDEZ
AND
PROVIDENCE HEALTH & SERVICES – WASHINGTON
DBA PROVIDENCE HEALTH & SERVICES ALASKA

This Amendment No. .3 (“Amendment No. 3”) to the Management and Operating Agreement (“Agreement”) between the City of Valdez (“City”) and Providence Health & Services-Washington dba Providence Health & Services Alaska (“Providence”) is made this 31st day of May, 2023. Providence and the City may be referred to in this Amendment as a “Party” or, collectively, as the “Parties.”

RECITALS

WHEREAS, the City and Providence are Parties to a Management and Operating Agreement (“Agreement”) which became effective January 1, 2015, amended by Amendment No. 1 on January 1, 2016, and by Amendment No.2 on December 17, 2019, which collectively expire on December 31, 2024;

WHEREAS, the Parties seek to amend the Agreement to add the scope of services that Providence is providing under the Agreement, specifically, the addition of the management and operations of a primary care clinic; and

WHEREAS, the Parties desire to expand the scope of services provided at the Providence Valdez Medical Center to include primary care services and the City hereby gives approval for the same pursuant to Section 1(a) of the Agreement.

AMENDMENT

NOW THEREFORE, the Parties hereby agree as follows:

1. **Recitals, paragraph 1.** The Parties agree the first sentence of the “Recitals” section of the Agreement shall be amended and replaced in its entirety as follows:

“Whereas, the City owns and operates the Valdez acute-care hospital (the “Hospital”), the Valdez Extended Care Center, the Valdez Counseling Center, and the Valdez Primary Care Clinic (the, “Clinic”) (collectively, the “Health Care Facilities”).”

2. **Section 1(f), Name of Facilities.** The Parties hereby agree the first sentence of this section shall be amended and replaced in its entirety as follows:

“The Parties hereby agree that during the term of this Agreement the Hospital, the Valdez Counseling Center, and the Valdez Primary Care Clinic shall be identified and signed as the "Providence Valdez Medical Center," the "Providence Valdez Counseling Center," and the “Providence Valdez Primary Care Clinic” respectively.”

3. **Exhibit B.** The Parties agree to add a facility to Exhibit B for purposes of Insurance as follows:

- **Providence Valdez Primary Care**

A primary care clinic

4. **Capitalized Terms.** All capitalized terms in this Amendment shall have the same meaning given to such terms in the Agreement unless otherwise specified in this Amendment.
5. **Continuation of Agreement.** Except as specifically amended pursuant to the foregoing, the Agreement shall continue in full force and effect in accordance with the terms in existence as of the date of this Amendment. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

The Parties have executed this Amendment effective the date first above written.

PROVIDENCE

Providence Health & Services -Washington d.b.a. Providence Valdez Medical Center

By: _____
Ella Goss

Title: Chief Executive, Providence Anchorage Medical Center and Critical Access Hospitals

CITY OF VALDEZ

APPROVED:

By: _____
Sharon Scheidt, Mayor
Date: _____

ATTEST:

By: _____
Sheri L. Pierce, MMC, City Clerk
Date: _____

RECOMMENDED:

By: _____
Mark Detter, City Manager
Date: _____

APPROVED AS TO FORM:

Brena, Bell, and Walker, P.C.
Attorney for the City of Valdez

By: _____
Jake W. Staser