

THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of July 1, 2011, by and between County of Monterey ("County") on behalf of Natividad Medical Center ("NMC") and Staff Care, Inc. ("Contractor") with respect to the following:

RECITALS

- A. County owns and operates NMC, which consists of a general acute care teaching hospital ("Hospital") and an outpatient clinic (the "Clinic") located in Salinas, California.
- B. Contractor and County have entered into a Professional Service Agreement dated February 1, 2009, as amended July 1, 2010 and March 1, 2011 (collectively, the "Agreement") pursuant to which Contractor provides Locum Tenens Physician Services.
- C. Hospital and Contractor wish to enter into this Third Amendment to extend the terms of the Agreement.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. Section 2. Section 2 of the Agreement is hereby amended and restated in its entirety as follows:

"During the period of February 1, 2009 and June 30, 2012, the maximum obligation of the County for services provided hereunder shall not exceed Five Hundred Thousand Dollars (\$500,000.00)."

3. Section 4. Section 4 of the Agreement is hereby amended and restated in its entirety as follows:

"The term of this Agreement is from February 1, 2009 to June 30, 2012, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement."

4. Counterparts. This 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.

5. Continuing Effect of Agreement. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

6. Reference. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, County and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR:
By: [Signature]

Date: June 3, 2011

Title: President

By: [Signature]

Date: 6-6, 2011

Title: Vice President

NATIVIDAD:
By: [Signature]
Contracts / Purchasing Manager

Date: 9-7, 2011

By: [Signature]
Natividad Medical Center Representative

Date: 6/23, 2011

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

[Signature]
Stacy Saetta, Deputy County Counsel

Date: 6/30, 2011

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey

2-1-11