

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of March 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 (collectively, the "Agreement") pursuant to which Contractor provides Locum Tenens Physician Services.
- C. The Agreement was amended July 1, 2010 to extend the term of the Agreement ("First Amendment").
- D. The Parties wish to enter into this Second Amendment to increase the maximum liability under 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. Amended Section 2. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: During the period of July 1, 2010 and June 30, 2011, the maximum obligation of the County for services provided hereunder shall not exceed \$400,000.
- 3. 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.
- 4. 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.
- 5. 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: 1/27, 2011

Title: President

NATIVIDAD:

By: \_\_\_\_\_  
Contracts /Purchasing Manager

Date: \_\_\_\_\_, 20\_\_

By: [Signature]  
Natividad Medical Center Representative

Date: 2/4, 2011

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

[Signature]  
Stacy Saffa, Deputy County Counsel

Date: 2/9, 2011

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey  
2-9-11