

**Amendment No. 2
To
Physician Services Agreement
By and between
County of Monterey and Lucile Salter Packard Children's Hospital at Stanford.**

This Amendment No. 2 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County", and Lucile Salter Packard Children's Hospital at Stanford, hereinafter referred to as "LPCH".

RECITALS:

WHEREAS, the County and LPCH have heretofore entered into a Physician Services Agreement ("Agreement") to provide physician specialty services in Obstetrics and Gynecology with a term of October 1, 2008 to September 30, 2011; and

WHEREAS, on or about September 28, 2011, the County and LPCH entered into an executed Amendment No. 1 to extend the term of the Agreement for one (1) additional year for a new Agreement amount not to exceed Four Hundred Eighty Thousand (\$480,000) dollars for the period of October 1, 2008 to September 30, 2012; and

WHEREAS, the County and LPCH, per Agreement Section 10., Part A. Term, agree to extend the term of the Agreement for one (1) additional year for a new term of October 1, 2008 to September 30, 2013; and

WHEREAS, the County and LPCH agree to increase the total amount of the Agreement not to exceed Six Hundred Thousand (\$600,000) dollars due to the term extension, as specified below.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the County and LPCH to the Agreement, Amendment No. 1 and this Amendment No. 2, as follows:

1. EXHIBIT A is replaced with EXHIBIT A-2. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-2.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.
3. A Copy of this Amendment No. 2 shall be attached to the Agreement.
4. The effective date of this Amendment No. 2 is October 1, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY

LPCH

By: N/A
Mike Derr, Contracts/Purchasing Officer

By: [Signature]
Name: James McCauley

Date: _____

Title: Chief Strategy Officer

By: [Signature]
Ray Bullick, Director of Health
Department of Health

Date: 9-7-2012

Date: 9-14-12

By: [Signature]

Name: Tim Casper

Approved as to Legal Form:

Title: CFO

By: [Signature]
Stacy L. Saetta, Deputy County Counsel

Date: 9-7-12

Date: 9/21/12

APPROVED AS TO LIABILITY PROVISIONS:

APPROVED AS TO INDEMNITY/
By: INSURANCE LANGUAGE

Steve Mauck, Risk Management
By: [Signature]
Date: 9-26-12

Approved as to Fiscal Provisions:

By: [Signature]
Gary Giboney, Auditor-Controller

Date: 9-21-12

EXHIBIT A-2

Physician Providing Contracted Services

Mark Boddy, M.D.

Martha Rode, M.D.

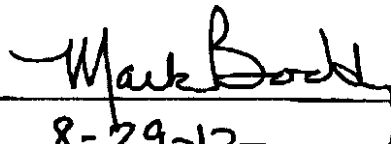
Mark Taslimi, M.D.

The Physicians listed above are provided by LPCH subject to his/her availability. If the scheduled Physician is not available, LPCH reserves the right to substitute and add another similarly qualified Physician with the prior approval of the County. Only one LPCH Physician will be present at each of the clinic sessions.

EXHIBIT D**Reassignment**

At the direction of LPCH, I hereby reassign from LPCH to the County, all of my rights, if any, to bill and receive payment for my services furnished to patients at the sites of service specified in Exhibit B and rendered pursuant to the agreement effective October 1, 2012, as amended, between LPCH and the County. This reassignment shall terminate upon termination of the above referenced agreement or upon written notice by LPCH to the County.

Signed: _____



Date: _____

8-29-12