

**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

Date: _____

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

Date: 9-14-12

Approved as to Legal Form:

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

Date: 9/21/12

~~RISK MANAGEMENT~~
~~Approved as to Liability Provisions:~~
~~COUNTY OF MONTEREY~~

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: 9-24-12

By: [Signature]
Name: James McCauley

Title: Chief Strategy Officer

Date: 9-7-2012

By: [Signature]
Name: Tim Carmack

Title: CFO

Date: 9-7-12

EXHIBIT A-2

Physician Providing Contracted Services

Mark Boddy, M.D.

Martha Rode, M.D.

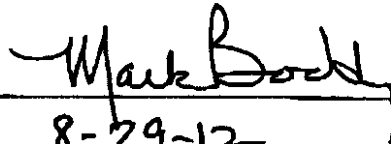
Mark Taslimi, M.D.

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.

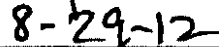
EXHIBIT D**Reassignment**

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: _____



CERTIFICATE OF LIABILITY COVERAGE

Issue Date

9/4/2012

ADMINISTRATOR

Aon Insurance Managers (Bermuda) Ltd.
30 Woodbourne Avenue
Pembroke, HM 08, Bermuda,

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERAGE PROVIDER**COVERED PARTY**

Stanford Hospital and Clinics &
Lucile Packard Children's Hospital
c/o Risk Management, MC 5713
1520 Page Mill Road, First Floor
Palo Alto CA 94304

SUMIT INSURANCE COMPANY LTD. (SUMIT)

THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE	EXPIRATION	COVERAGE LIMITS
LIABILITY COVERAGES				
[✓] GENERAL LIABILITY [✓] Claims Made [] Occurrence []	1-M0101-00-2012	9/1/2012	9/1/2013	GENERAL LIABILITY
				Each Occurrence \$ 1,000,000 General Aggregate \$ 3,000,000
	1-M0101-00-2012	9/1/2012	9/1/2013	PROFESSIONAL LIABILITY
				Each Occurrence \$ 1,000,000 Aggregate \$ 3,000,000
OTHER COVERAGES				

DESCRIPTION OF OPERATIONS / LOCATIONS / RESTRICTIONS / SPECIAL PROVISIONS:

Re: Contract - County of Monterey and Lucile Salter Packard Children's Hospital at Stanford
The County of Monterey, its officers, agents and employees are named as additional insureds.
Period: October 1, 2008 to October 1, 2013

CERTIFICATE HOLDER

Contract

County of Monterey
Attn: Ray Bullick, Director of Health
1270 Natividad Road
Salinas CA 93906

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, SUMIT WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THIS ENTITY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AIM (Bermuda) Ltd. As Mgr

IMPORTANT

If the certificate holder is an ADDITIONAL COVERED PERSON, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This certificate does not constitute a contract between SUMIT and the Certificate Holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

SUMIT Insurance Company, Ltd

c/o Aon Insurance Managers Ltd
Aon House, 30 Woodbourne Ave.
P.O. Box HM 2450
Hamilton, Bermuda HM JX

Endorsement No. 4

Additional Insured Endorsement

Policy No.: 1-M0101-00-2012

Named Insured: Stanford Hospital and Clinics; Lucile Salter Packard Children's Hospital at Stanford; The Board of Trustees of the Leland Stanford Junior University for it's School of Medicine (hereinafter called "Stanford School of Medicine and Blood Bank"), Stanford PET-CT, LLC and SUMIT Holding International, LLC

Effective: September 1, 2012

This endorsement modifies insurance provided under the following:

COMPREHENSIVE GENERAL LIABILITY COVERAGE PART A

SCHEDULE

Name of Person(s) or Organization(s):

County of Monterey, its officers, agents and employees
1240 Natividad Road
Salinas, CA 93906

NAMED INSURED (Section I) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only in respects to liability arising out of the operations of the names insured.

COMPREHENSIVE GENERAL LIABILITY CONDITIONS (Section II) is amended to include the following:

Insurance provided hereunder is primary insurance to any insurance or self insurance maintained by the Additional Insureds, and the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Named Insured.

All other terms and conditions of this policy are not changed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #OE77964 1-415-365-8000
Integro Insurance Brokers
One Bush Street
Suite 1400
San Francisco, CA 94104

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SAFETY NATL CAS CORP

15105

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Stanford Hospital & Clinics and
Lucile Salter Packard Children's Hospital at Stanford
c/o Risk Management - MC 5713
1520 Page Mill Rd., 1st Floor
Palo Alto, CA 94304

COVERAGES

CERTIFICATE NUMBER: 28902682

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		LDC4044824	09/01/12	09/01/13	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER

County of Monterey

1270 Natividad Rd.

Salinas, CA 93906

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

nrjackson

20000000

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.