

**FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COUNTY OF MONTEREY**

THIS FIRST AMENDMENT is entered into by and between The Regents Of The University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Medicine at San Francisco General Hospital, Division of Endocrinology ("UCSF") and County of Monterey on behalf of its Health Department, (hereinafter "HEALTH DEPARTMENT"), a political subdivision of the State of California, effective the first day of September, 2013.

WITNESSETH:

WHEREAS, UCSF and HEALTH DEPARTMENT entered into a "Professional Services Agreement" (hereinafter "Agreement") effective September 21, 2011 pursuant to which UCSF provides professional services to HEALTH DEPARTMENT patients as identified in the Agreement.

WHEREAS, The Agreement provides that it may be amended at any time by mutual written consent of the parties.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, it is understood and agreed to by the parties hereto that:

1. Effective September 21, 2013 the term of the Agreement shall be extended through September 20, 2015 or until earlier terminated.
2. Section 3.1 a) shall be deleted and replaced in its entirety with:

"The HEALTH DEPARTMENT agrees to pay to UCSF one-thousand-nine-hundred seventy five dollars (\$1,975) per clinic session for professional and medical services provided from September 21, 2013 to September 20, 2015. A more detailed description of the Compensation is set forth in Exhibit 1.1, attached hereto and incorporated herein by reference."

CONTINUED ON NEXT PAGE

3. The table on the second page of Exhibit 1.1 UCSF SCOPE/DESCRIPTION OF SERVICES, located on page 12 of 14 of the Agreement, shall be deleted and replaced in its entirety with:

Term: September 21, 2013 – September 20, 2015

	Days/ Year	Per Clinic Session	Total
Endocrinology	Up to 24 Days/Year	\$1,975	Up to \$94,800

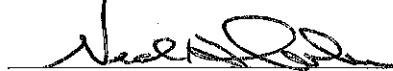
4. Except as modified above, all terms and conditions of the Agreement, including all previous amendments, if any, shall remain in full force and effect.

The individuals executing this Amendment on behalf of the named parties represent and warrant that they are authorized to do so.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement hereto as follows:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: 
Neal Cohen, MD

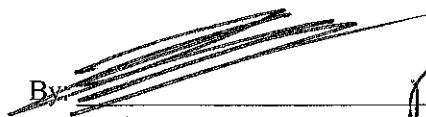
Title: Vice Dean,
UCSF School of Medicine

Date: 6-15-13

**COUNTY OF MONTEREY
HEALTH DEPARTMENT**

By: 
Mike Derr,
Contracts Purchasing Officer

Date: 8-9-13

By:  RB
Ray Bullick,
Director Department of Health

Date: 7-12-13

Acknowledged and Understood by:

By: 
Neil Powe, MD


Title: Chief of Medical Services, SFGH
Vice-Chair, Department of Medicine

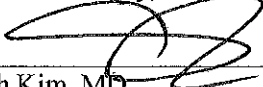
Date: 6/4/13

Approved as to Legal Form:

By: 
Stacy Saetta, Deputy County Counsel

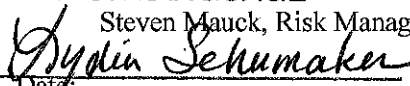
Date: 7/5/13

By: 
Elizabeth Murphy, MD, DPhil


By: 
Sarah Kim, MD

By: Dr. Park-Sigal is on maternity leave
Jennifer Park-Sigal, MD
and will sign in Sept.

RISK MANAGEMENT
Approved as to Liability Provisions:
COUNTY OF MONTEREY
**APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**

By:  Steven Mauck, Risk Management
Date: 7-10-13

Approved as to Fiscal Provisions:

By: 
Gary Giboney, Auditor-Controller

Date: 7-5-13