

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN  
MATEO AND  
HEALTH MANAGEMENT ASSOCIATES**

This SECOND AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, to the Agreement by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Health Management Associates, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on June 11, 2007, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") pursuant to which the Contractor agreed to review San Mateo Medical Center's internal financial analysis of gain and loss by service line, and to prepare five year financial projections, assuming no changes to the configuration of services at the San Mateo Medical Center, its clinics and long-term care facilities; and

WHEREAS, the parties amended the Original Agreement to extend Contractor's scope of work to include the development of various options for the delivery of healthcare to medically indigent residents; to extend the term of the Agreement to June 30, 2008, and to increase the total amount payable thereunder by \$244,584, from \$55,115 to \$299,699; and

WHEREAS, the parties wish to further amend the Agreement to extend the Contractor's scope of work to include the provision of consultation and assistance to the County in implementing operational changes to its healthcare delivery system and in developing a more comprehensive and collaborative network with private providers; and

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. **Section 1, Exhibits and Attachments**, of the Original Agreement is hereby amended in its entirety to read as follows:

The following exhibits and attachments are attached hereto and incorporated by reference herein:

**Exhibit A—Services** - contained in that certain document attached hereto and made a part hereof, marked Exhibit "A" and entitled "Phase 1: Workplan, Methodology, Expertise, Deliverables" and "Phase 2: Workplan, Methodology, Expertise, Deliverables" and "Phase 3: Special Assistance to the County Manager Consultancy."

**Exhibit B—Payments and rates** - contained in that certain document attached hereto and made a part hereof, marked Exhibit "B" and entitled "Phase 1 Budget" and "Phase 2 Budget" and "Phase 3 Budget."

2. **Section 3, Payments**, of the Original Agreement is hereby amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$510,074.

3. **Section 4, Term of Agreement**, of the Original Agreement is hereby amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 11, 2007 through August 15, 2008.

4. **All other terms and conditions of the agreement dated June 11, 2007, including any subsequent amendments to this agreement between the County and Contractor, shall remain in full force and effect.**

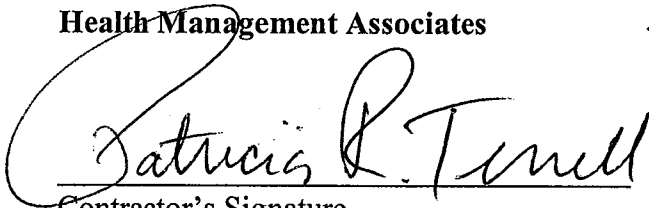
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

Health Management Associates

  
Contractor's Signature

Date: 1/15/08