

SECOND AMENDMENT
TO
HOSPITAL SERVICES AGREEMENT
BETWEEN
KAISER FOUNDATION HOSPITALS
AND
COUNTY OF SAN MATEO, SAN MATEO MEDICAL CENTER

This Second Amendment to Hospital Services Agreement Between Kaiser Foundation Hospitals and County of San Mateo, San Mateo Medical Center (the "Amendment") is entered into by and between Kaiser Foundation Hospitals, a California nonprofit public benefit corporation ("KFH"), and County of San Mateo, San Mateo Medical Center ("Contractor") and is effective November 1, 2008 (the "Amendment Effective Date"). Capitalized terms used in this Amendment shall have the same meanings as are set forth in the Agreement, except as otherwise indicated herein.

RECITALS

- A. Contractor and KFH entered into that certain Hospital Services Agreement Between Kaiser Foundation Hospitals and County of San Mateo, San Mateo Medical Center effective November 1, 2005 as amended (the "Agreement").
- B. The parties desire to further amend the Agreement in the manner set forth below.
- C. The parties are negotiating a new replacement agreement and wish to extend the term of the current agreement to allow additional time to conclude the discussions.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

- 1. Section 4.1 is deleted in its entirety and replaced with the following:

4.1 TERM.

This Agreement will begin on the Effective Date, will proceed for at least one (1) year and thereafter continue until March 31, 2009.

- 2. Except as provided above, all terms and conditions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives as of the dates set forth below.

KAISER FOUNDATION HOSPITALS

**COUNTY OF SAN MATEO, SAN MATEO
MEDICAL CENTER**

By: _____
(signature)

Linda Jensen
Senior Vice President/Area Manager

Date: _____

By: _____
(signature)

David Boesch
County Manager

Date: _____

By: _____
(signature)

Anne Cadwell
Senior Vice President
Northern California Region

Date: _____