

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN CORTICARE, INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
REMOTE EEG MONITORING AND READING**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on April 20, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and CortiCare, Inc. (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

**RECITALS**

**WHEREAS**, the Agreement was executed with CortiCare, Inc. for remote EEG monitoring and reading services with a term April 20, 2022 through April 19, 2024 and a total Agreement amount not to exceed \$100,000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to extend it for an additional one (1) year period through April 19, 2025 for a revised full Agreement term (April 20, 2022 through April 19, 2025), with no changes to the scope of work or billing rates and to add an additional \$100,000 for a revised total Agreement amount not to exceed \$200,000.

**WHEREAS**, COUNTY and CONTRACTOR wish to amend the Agreement via Amendment No. 2 to extend it for an additional one (1) year period through April 19, 2026 for a revised full Agreement term (April 20, 2022 through April 19, 2026) to allow for services to continue with no changes to the scope of work or billing rates, and to add an additional \$250,000 for a revised total Agreement amount not to exceed \$450,000.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence of Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:  
***“The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$450,000.”***
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:  
***“The term of this Agreement is from April 20, 2022 through April 19, 2026 unless sooner terminated pursuant to the terms of this Agreement.”***
3. 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 as set forth in the Agreement, and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of**  
**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
By: Stacy Saetta  
COECE1B99E444A9...  
Monterey County Deputy County Counsel

Date: 4/4/2024 | 1:41 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
By: Patricia Ruiz  
E79EF64E57454F6...  
Monterey County Deputy Auditor/Controller

Date: 4/5/2024 | 7:05 AM PDT

**CONTRACTOR**

CortiCare, Inc.  
\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

By: David Roe  
(Signature of Chair, President, or Vice-President)  
Signer ID: EXKZ3KTH10...  
20 Mar 2024, 10:11:02, PDT

David Roe  
\_\_\_\_\_  
Name and Title

Date: 03 20 2024 PDT

By: Kip Weatherwax  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer)  
Signer ID: 65IHKY21K2...  
20 Mar 2024, 09:56:44, PDT

Kip Weatherwax  
\_\_\_\_\_  
Name and Title

Date: 03 20 2024 PDT

**\*\*\*Instructions\*\*\***

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).