

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CARDIONET, LLC
AND NATIVIDAD MEDICAL CENTER
FOR
CARDIAC MONITORING (ECG) SERVICES ON HOLTER MONITORS**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on July 1, 2014 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and **CardioNet, LLC a subsidiary of the parent company, Biotelemetry, Inc.** (hereinafter "CONTRACTOR"). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the "Parties", with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and CardioNet, LLC a subsidiary of the parent company, Biotelemetry, Inc. entered into an Agreement for cardiac monitoring services to include diagnostic and reading of electrocardiogram (ECG) data using Holter monitors with a term July 1, 2014 through June 30, 2017 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, the Parties amended the Agreement on July 1, 2014 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2018 with no change to the original Scope of Services and with no cost increase; and

WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional three (3) year period through June 30, 2021 to allow for services to continue for a revised full Agreement term of July 1, 2014 through June 30, 2021 with no changes to the Scope of Services and to increase the total Agreement amount by \$110,000 for a revised total Agreement amount not to exceed \$210,000.

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 in Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. **Paragraph titled, "PAYMENTS BY NMC" shall be amended by removing:**

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000."

and replacing it with:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$210,000."

2. **The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended by removing:**

"The term of this Agreement is from July 1, 2014 through June 30, 2018 unless sooner terminated pursuant to the terms of this Agreement."

and replacing it with:

"The term of this Agreement is retroactive from July 1, 2014 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the original Agreement.
5. This Amendment No. 2 shall be effective when signed by both 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.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel
5/21/18
Name

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller
Gary K. Gibney
Name

Date: _____
5/22/18

CONTRACTOR

CardioNet, LLC

CONTRACTOR's Business Name

**Signature instructions below*

By: _____
(Signature of: Chair, President, or Vice-President)

Joseph H. Capper, Pres. + CEO
Name and Title

Date: _____
5/17/18

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Heather C. Getz, CFO
Name and Title

Date: _____
5/17/18

***Signature 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 (2 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 (2 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 (1 signature required).