

SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the "**Amendment**") is made and entered into as of July 1, 2017, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and NEURORESCUE, A PROFESSIONAL MEDICAL CORP., a California professional corporation ("**Contractor**") with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics (collectively, "**Clinics**") under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of July 1, 2014, as amended effective July 1, 2015 (collectively, the "**Agreement**") pursuant to which Contractor provides Specialty services to Clinic and Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by an additional twenty-four (24) months, to add Two Hundred Thousand Dollars (\$200,000) to the aggregate amount payable for Services provided under the extended term, and to reduce the maximum monthly time commitment for the provision of Director Services.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1.** Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

"2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the "**Compensation**"), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the aggregate amount of Nine Hundred Thousand Dollars (\$900,000) during the term of this Agreement."

3. **Exhibit 2.1.** Section 4 of **Exhibit 2.1** to the Agreement is hereby amended and restated to read in its entirety as follows:

"4. Director Services. Hospital shall pay to Contractor an amount equal to Two Hundred Fifty Dollars (\$250) per hour for the provision of Director Services.

Director Services shall be performed when and as needed and only upon the request of Hospital from time to time, up to ten (10) hours per month.”

4. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“5.1 Term. This Agreement shall become effective on July 1, 2014 (the **“Effective Date”**), and shall continue until June 30, 2019 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

NEURORESCUE, A PROFESSIONAL
MEDICAL CORP., a California professional
corporation

By: M. MOHAMED SMAR, MD
Its PRESIDENT AND CEO

Date: May 12, 2017

By: _____
Its _____

Date: _____, 20__

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 5/15, 2017

APPROVED AS TO FISCAL PROVISIONS:

[Signature]
Deputy Auditor/Controller

Date: 5/16, 2017