

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CORTICARE, INC AND
NATIVIDAD MEDICAL CENTER
FOR
REMOTE EEG MONITORING AND READING OF NMC PATIENTS**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on April 20, 2015 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and **CortiCare, 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 CortiCare, Inc. entered into an Agreement to provide remote EEG (electroencephalogram) monitoring and reading of NMC patients as requested by NMC with a term April 20, 2015 through April 19, 2016 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, the Parties amended the Agreement on July 11, 2016 via Renewal and Amendment No. 1 to extend the term for an additional two year period through April 19, 2018 at no cost increase and with no change to the Scope of Services or the billing rates stated within the Agreement; and

WHEREAS, the Parties currently wish to amend the Agreement to add an additional \$100,000 with no change to the agreement term of April 20, 2015 through April 19, 2018 for a revised total Agreement amount not to exceed \$200,000.

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 Renewal and 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 \$200,000."

2. 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 Renewal and Amendment No. 1.
3. A copy of this Amendment No. 2 shall be attached to the original Agreement.
4. 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: AB
Monterey County Deputy County Counsel

AB Brereton
Name

Date: 7-18-17

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor-Controller

Gary K. Gibbons
Name

Date: 7-19-17

CONTRACTOR

CortiCare, Inc.

CONTRACTOR's Business Name

**Signature instructions below*

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

Brad Westcott title
Name and Title

Date: June 1, 2017

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

~~June 1, 2017~~ Brad Westcott,
Name and Title CFO

Date: June 1, 2017

***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).