

**RENEWAL AND AMENDMENT NO.1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
CORTICARE, INC.
FOR
REMOTE EEG MONITORING AND READING OF NMC PATIENTS**

This Renewal and Amendment No. 1 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and CortiCare, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter "Agreement"); on April 20, 2015 to provide remote EEG (electroencephalogram) monitoring and reading of NMC patients as requested by NMC with a one year term and a total Agreement amount not to exceed \$100,000; and

WHEREAS, that Agreement expired on April 19, 2016; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, retroactive to April 20, 2016, to extend the term for an additional two (2) year period through April 19, 2018 to allow for services to continue at no cost increase and with no change to the scope or billing rates stated within the Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. This Renewal and Amendment No 1 has a retroactive effective date of April 20, 2016 for a revised full Agreement term of April 20, 2015 through April 19, 2018 unless sooner terminated pursuant to the terms of this RENEWAL and per the Agreement.
2. Except as provided herein, all remaining terms, conditions, and provisions of the Original Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Renewal and Amendment No. 1 shall be attached to the Original Agreement.
4. If there is any conflict or inconsistency between the provisions of the Agreement, or this RENEWAL AND AMENDMENT, the provisions of this RENEWAL AND AMENDMENT shall govern.
5. This Renewal and Amendment No. 1 is effective retroactive to April 20, 2016.

~ Signature page to follow ~

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND AMENDMENT NO. 1 as follows:

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 5/11/16

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 7-5-16

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Chief Deputy Auditor/Controller

Date: 7-7-16

CONTRACTOR

CortiCare, Inc.

CONTRACTOR's Business Name

See instructions below

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

Brad Westcott, President
Name and Title

Date: 5/26/16

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

Brad Westcott, CFO
Name and Title

Date: 5/26/16

*****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)