

EXECUTION COPY

NEUROSURGICAL SERVICES AGREEMENT

This AGREEMENT, entered into as of the 1st day of October 2012 (the "Effective Date"), by and between B [REDACTED] HOSPITAL CENTER, a New York not-for profit corporation organized as an acute care hospital under the New York State Public Health Law ("BLHC") and NY N [REDACTED] P.C., a professional corporation located at 1148 Fifth Avenue, New York, New York, 10128 ("PC"). BLHC and PC are each referred to as a "Party" and together as the "Parties."

RECITALS:

A. BLHC desires to have Neurosurgical Services, as defined herein, provided to its Patients;

B. PC has particular expertise and experience in the delivery of services in the specialty of neurosurgery, and

C. BLHC and PC mutually desire that such services be made available under an arrangement that will facilitate the delivery of Neurosurgical Services to BLHC's Patients.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto unless otherwise clearly required by the context in which such term is used.

1.1. Applicable Law. The term "Applicable Law" shall mean all Federal, State (including but not limited to Article 28 of the Public Health Law and regulations promulgated thereunder) and/or local laws, rules and regulations and any standard, rule or regulation of The Joint Commission, as applicable to the Parties' respective obligations under this Agreement.

1.2. Agreement. The term "Agreement" shall mean this NEUROSURGERY SERVICES AGREEMENT and any amendment(s) thereto as may be from time to time adopted as hereinafter provided.

1.3. BLHC. Each of the terms "BLHC" and "Hospital" shall mean Bronx-Lebanon Hospital Center.

1.4. BLHC Policies. The term "BLHC Policies" shall mean and include the certificate of incorporation, bylaws and rules of BLHC, the bylaws, rules and regulations of the Medical Staff, the Department Rules, and other policies, practices and procedures of BLHC, all as are from time to time adopted, authorized, or approved by BLHC or its Board, to the extent not inconsistent with the terms of this Agreement.

1.5. Board. The term "Board" shall mean the governing body of BLHC.