

**RENEWAL AND AMENDMENT NO. 4
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
AND NEUROLOGIC, LLC
FOR
INTRAOPERATIVE NEUROPHYSIOLOGICAL MONITORING SERVICES**

This Renewal and Amendment No. 4 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 NeuroLogic, LLC (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and NeuroLogic, LLC had previously entered into an Agreement for Services (hereinafter "Agreement") on October 1, 2015 to provide Intraoperative Neurophysiological Monitoring services to NMC with a two year term and a total Agreement amount not to exceed \$306,000; and

WHEREAS, the Agreement expired on September 30, 2017; and

WHEREAS, NMC and CONTRACTOR renewed and amended the agreement on February 12, 2018 via Renewal and Amendment No. 1 to extend the term through September 30, 2020 with no changes to the original scope of work or to the total Agreement amount; and

WHEREAS, NMC and CONTRACTOR amended the agreement on August 18, 2018 Amendment No. 2 to extend the term through December 31, 2020 with no changes to the original scope of work or to the total Agreement amount; and

WHEREAS, the Agreement expired on December 31, 2020; and

WHEREAS, the Parties renewed and amended the Agreement on the same or similar terms, beginning January 1, 2021 and to extend the term for an additional one (1) year period through December 31, 2021 for a revised full Agreement term of October 1, 2015 through December 31, 2021 to allow for services to continue with no changes to the original scope of work or the total Agreement amount; and

WHEREAS, the Agreement expired on December 31, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 1, 2022 and to extend the term for an additional one (1) period (January 1, 2022 through December 31, 2022) for a revised full Agreement term of October 1, 2015 through December 31, 2022 to allow for services to continue and to increase the amount payable by \$100,000 for a total Agreement amount of \$406,000.

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. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from October 1, 2015 through December 31, 2022 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:
"The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$406,000."
3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 4 the provisions of this Renewal and Amendment No. 4 shall govern.
4. This Renewal and Amendment is effective retroactively when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 3/7/2022

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Chief Deputy Auditor-Controller


Date: 3/9/2022

CONTRACTOR

NEUROLOGIC, LLC


CONTRACTOR's Business Name

****Signature instructions below****

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

Nicholas Birk - Chief Commercial Officer
Name and Title

Date: March 5, 2022

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

Glenn Oremus, COO
Name and Title

Date: March 5, 2022

*****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)