

**AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
NEUROLOGIC, LLC
FOR
INTRAOPERATIVE NEUROPHYSIOLOGICAL MONITORING SERVICES**

This Amendment No. 2 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"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

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 for an additional three (3) year period through September 30, 2020 with no changes to the original scope of work or to the total Agreement amount; and

WHEREAS, the Parties currently wish to amend the Agreement on the same or similar terms to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a no cost increase and no change to the term.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby amended 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. Section 3/Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from October 1, 2015 through December 31, 2020 unless sooner terminated pursuant to the terms of this Agreement."
2. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
*"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2
Exhibit B: Business Associate Agreement."*
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are

unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1.

4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 is effective when signed by the last party.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 2 as follows:

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 
8/18/2020

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 8/18/2020

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Chief Deputy Auditor-Controller

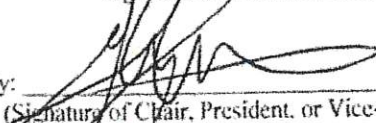
Date: 8-18-2020

CONTRACTOR

NEUROLOGIC, LLC


CONTRACTOR's Business Name

Signature instructions below

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

Glenn Orames, COO
Name and Title

Date: 8/5/2020

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

Nicholas Birk, CCO
Name and Title

Date: 8/5/2020

***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)



Exhibit A-2 per Amendment No. 2: Scope of Services/Payment Provisions

**To Agreement by and between
NATIVIDAD MEDICAL CENTER, hereinafter referred to as “NMC”
AND
NeuroLogic, LLC, hereinafter referred to as “CONTRACTOR”**

Scope of Work / Payment Provisions

A. Description of All Services to be Rendered by CONTRACTOR:

Neurologic, LLC will provide Intraoperative Neurophysiological monitoring (IOM) on an as needed basis. IOM is a service that allows technicians to observe changes, in real time, in a patient’s neurophysiology during a surgical procedure. This allows the providing of real time information to surgeons and surgical staff as to the integrity of the patients nervous system throughout the surgery. Trained technicians apply surface and subdermal needle electrodes carefully and accurately on patients in order to achieve the appropriate signals. Once signals are achieved the technicians will monitor the patient’s nervous system via a computer monitor with real time oversight provided at the request of the surgeon or discretion of the surgical team.

Neurologic, LLC will furnish all personnel required to provide the Services in a professional and timely manner. These personnel will be employees of Neurologic, LLC. Neurologic, LLC will be responsible for payment of employees, insurance and other charges or insurance levied or required by any federal, state, or local statutes, relating to the employment of its employees. Neurologic, LLC employees will at all times hold current professional liability insurance, have yearly TB screening and yearly compliance training.

B. CONTRACTOR Obligations:

- CONTRACTOR shall provide services 24 hours a day, 7 days a week.
- CONTRACTOR shall provide 24/7 coverage services during on-call coverage schedule for Dr. Shah, Dr. Raju and Dr. Yoo.
- CONTRACTOR’s employee qualifications:
 - a. All CONTRACTOR’s Intraoperative Monitoring Technologists shall possess a minimum requirement as set by the American Society of Electroneurodiagnostic Technology (ASET) to include a health care credential OR a Bachelor’s degree and documented monitoring of 150 surgical cases. Cases monitored include Evoked Potentials (EP), Electromyography (EMG), and Electroencephalography (EEG). IOM technologist must be board eligible for Certification in

Exhibit A-2 per Amendment No. 2: Scope of Services/Payment Provisions

Intraoperative Neurophysiologic Monitoring (CNIM) exam by the American Board of Registration of Electrodiagnostic Technology (ABRET).

- b. All CONTRACTOR employees receive annual competency reviews with Neurologic, LLC. These competencies include reviews, by peers, of all modalities used intraoperatively, new IOM techniques, and patient safety issues.
- Scheduling Cases: All intraoperative monitoring needs will be scheduled via CONTRACTOR Scheduling protocols which may be found at www.neurologiciom.com for all cases scheduled with advanced notice or by calling our answering service that is available 24/7 365 days a year at 877-466-4945. Scheduling methods:
 - a. Email: scheduling@neurologiciom.com
 - b. Fax: 866-897-0799
 - c. Phone: 877-446-4945
- CONTRACTOR Technician to arrive an hour before the scheduled start time of the surgery.
- CONTRACTOR shall provide documentation of the services for each patient upon completion of the surgical procedure.
- Intraoperative time charges commence with patient "in room", and conclude when the patients has exited the operating room, or when the surgeon indicates monitoring services are no longer needed.
- CONTRACTOR shall provide quarterly reports. Reports shall include data that may be used to analyze quality, utilization review, and risk management for future quality and efficiency of surgeries.
- CONTRACTOR will comply with the Compliance Program and Conflicts of Interest Policy of NMC, provided that NMC provides advance written notice of such policies and provided that they do not conflict with the terms of the Agreement.
- CONTRACTOR will provide Services in a manner designed to meet or exceed the recognized standard of care for technicians practicing under the same or similar circumstances.
- CONTRACTOR will provide Products & Services in compliance with the policies, procedures and directions of NMC, to the extent they do not conflict with any express term of the Agreement; applicable standards of relevant professional societies; and applicable local, state and federal laws and regulations.

Exhibit A-2 per Amendment No. 2: Scope of Services/Payment Provisions

C. NMC Obligations:

- NMC shall pay an amount not to exceed \$306,000 for the performance of work set forth in the Scope of Services.
- Provide appropriate electrical connections and other services for the functioning of the equipment.
- Provide request of services within minimum of 12 hours before each surgery when the equipment and services is requested.
- Provide access to the CT / MRI scans of the operative patients.
- Provide an operating suite large enough to accommodate the extra equipment.
- Provide competent staff to participate in surgery.

D. Patient Data:

- All data provided by Natividad Medical Center (County of Monterey) belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of Natividad Medical Center (County of Monterey). Use or distribution of Natividad Medical Center (County of Monterey) data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from Natividad Medical Center (County of Monterey).
- For systems hosted or stored on equipment not owned by Natividad Medical Center (County of Monterey), CONTRACTOR shall furnish all data to Natividad Medical Center (County of Monterey) upon request by Natividad Medical Center (County of Monterey) at any time during the term of this AGREEMENT in a useable format as specified by NMC and at no additional cost to Natividad Medical Center (County of Monterey).
- Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.
- CONTRACTOR operates in compliance with all local, state, and federal rules and regulations. CONTRACTOR will comply with all NMC policy



Exhibit A-2 per Amendment No. 2: Scope of Services/Payment Provisions

Technical IOM Services Fee Schedule (Per Case)

During Regular Business Hours (6:00-17:00)

Up to 4 Hours	\$850
Over 4 Hours	\$190/Hour
Basic Disposable Kit	\$100
Additional Disposables	
-Ball Tipped Probe	\$150
-RLN Monitoring Electrode	\$300
-Hospital to Provide Additional Disposables	N/A
Trauma Call Charge	\$250

After Hours

Up to 4 Hours	\$950
Over 4 Hours	\$240/Hour
Basic Disposable Kit	\$100
Additional Disposables	
-Ball Tipped Probe	\$150
-RLN Monitoring Electrode	\$300
-Hospital to Provide Additional Disposables	N/A
Trauma Call Charge	\$250

IOM On-Call Coverage Fee Schedule (Per Day)
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On-Call Coverage (Per Day)	\$500
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