

AMENDING AGREEMENT NO. 2

THIS AMENDING AGREEMENT IS DATED 12th Day of August 2021

BETWEEN

SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY

- and -

REDDINGTON MULTI SPECIALIST HOSPITAL

RECITALS

The parties entered into a contract for **PROVISION OF DEDICATED COVID-19 TREATMENT SERVICES** dated 26th June 2020 and identified by agreement number **CW422916**.

The agreement referenced above with any prior amendments is the CONTRACT, which is amended as provided below.

THE PARTIES AGREE AS FOLLOWS

1. INTERPRETATION

1.1 Definitions: Capitalized terms used and not otherwise defined in this **AMENDING AGREEMENT** shall have the meanings given thereto in the **CONTRACT**.

1.2 Interpretation: This **AMENDING AGREEMENT** forms part of the **CONTRACT** and is governed and interpreted by the terms of the **CONTRACT**.

2. AMENDMENTS AND CONFIRMATION

2.1 Amendments:

(a) The **CONTRACT** is amended effective 12th August 2021 according to the provisions in this sub-article.

(b) Article 4 – EFFECTIVE DATE -Section 1- Form of Agreement is deleted in its entirety and replaced with the following:

“The effective date of the **CONTRACT** shall be 31st August 2020 being the date when **CONTRACTOR**’s facilities as stated in the Section IV-Scope of Work have been fully accredited by the relevant Government Agencies and certified as able to render the medical services as stated in the Scope of Work or the date of issuance of the first Purchase Order, whichever one is earlier”

(c) Article 6 – DURATION OF **CONTRACT** -Section 1- Form of Agreement is deleted in its entirety and replaced with the following:

CONTRACT has an effective date of 31st August 2020 and will terminate 31st August 2022.

(d) Article 2 – **CONTRACT SCHEDULE OF PRICES** -Section V- Schedule of Prices is deleted in its entirety and replaced with the following:

2.1 The **PRICE** payable by the **COMPANY** to the **CONTRACTOR** shall be the lump sum prices associated with the **WORK** as stated in the schedule below:

A) **CAPITATION FEE**

An annual total Corporate Capitation Fee Net of Taxes, to cover a total of 1000 people from a population of 4000 **COMPANY** personnel including their spouses and dependants shall be paid as follows

Contract period	Annual Capitation Fee
First Year of Contract (31 st August 2020 to 31 st August 2021)	NGN470,000,000.00
Second Year of Contract (1 st September 2021 to 31 st August 2022)	NGN423,000,000.00

Table 1.0-Schedule of Payment

Percentage of Annual Capitation Fee	Schedule of Payment.
70%	To be paid at Commencement of the Contract
20%	After six months tenure of Contract
10%	After nine months tenure of Contract

Subject to price escalation condition as stated below the CAPITATION FEE shall be the all- inclusive cost to ensure treatment for COMPANY staff, spouses and dependents

B) ESALCATION COVER LEVELS AND PAYMENT

The following escalation fee shall be applicable only under the following conditions. Note that each event is mutually exclusive

S/N	COVER LEVEL	ESCALATION FEES
1	A total of 300 patients screened and tested for COVID-19 per year	CONTRACT Year 1: NGN60,000 person after limit of 300 person
		CONTRACT Year 2: NGN50,400 person after limit of 300 person
2	A total of 100 person admitted to Isolation Center	N3,000,000.00 per person after limit of 100 person
3	A total of 25 person HDU/ICU	N20,000,000.00 per person after limit of 25 person.
4	A total of 100 person for Home care	Not applicable

Note: Schedule of Prices above is net of taxes

- (e) PDF icon under Section IV- Scope Description Article 6 – DISCHARGE Appendix 1-Scope of Work- Access to Care and Discharge Protocol is deleted in its entirety and replaced with below. Note that this remains as agreed and is just amended for easy read Ref **Appendix 1 below**

2.2 Confirmation:


The CONTRACT (CW422916) remains in full effect, subject to the amemdments set out in this AMEMDING AGREEMENT. In case of any conflict between the terms in this Amending Agreement and the terms of the CONTRACT, the terms of this Amending Agreement prevail.

**SHELL NIGERIA EXPLORATION AND
PRODUCTION COMPANY**

**REDDINGTON MULTI SPECIALIST HOSPITAL
LIMITED**

Per: 
48743049ED61434...
Name: Elohor Aiboni

Title: GM Deepwater Assets/MD SNEPCO

Per: 
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Name: Emmanuel Matthews (Snr)

Title: CHIEF OPERATING OFFICER



THE ARMoured SHIELD MEDICAL SCHEME ACCESS TO CARE AND DISCHARGE PROTOCOLS

Shell shall appoint a COVID-19 Coordinator who will be responsible for referring Shell Patients to the Armoured Shield Medical Centre.

There will be a 24-hour Call Centre at Armoured Shield manned by Help Line Coordinators who register all patients and refer the cases to the Triage Nurse on Duty. (The Triage Nurse determines the urgency of the referral when booking the patient for Teleconsult with the Doctors)

The Call Centre books and confirm a Teleconsult appointment for the Shell Patient (after Triage) within a 24 period.

1. TELECONSULT

A Teleconsult is carried out with a Medical Officer or Specialist Consultant where necessary.

2. PCR Screening Test

Based on the Consult, The Medical Officer or Consultant will determine and prescribe PCR Testing if the Clinical Impression on the patient meets the NCDC criteria for Testing and if not, Shell will be duly notified accordingly. However, Shell also has the liberty to authorize the Test at its discretion.

The Result of the Test will be referred to the Medical Officer on duty and this will be conveyed to Shell within 48 hours.

If Negative, the patient will be discharged and referred back to the Shell Coordinator and if confirmed, the Medical Officer on duty shall review the case with a Consultant or Panel of Consultants to determine the Clinical Status of the patient based on Clinical presentation and diagnosis. The Lagos State Health Ministry and NCDC will also be notified.

2.1 Any of the following actions may be taken:

- 1) Very mild or No Symptoms - Patient may be asked to Self Isolate at home and monitored by Armoured Shield.



2) Mild to moderate Symptoms - Patient may be referred to the Isolation Centre for treatment.

3) Moderate to Severe symptoms - Patient may be referred to the Armoured Shield Hospital for Treatment

All referrals and evacuations to the Isolation Centre and Medical Centre for treatment purposes will be done with a designated Ambulance.

3. TREATMENT AT HOME

The following processes would be undertaken by an appointed officer of the medical centre for each patient isolating at home:

- Twice Daily Temperature Checks
- Daily Blood Pressure Check
- Daily Fluid balance check
- Daily Dietary Check
- Daily Sleeping Hours check
- Daily new Complaints check (if any)
- Daily Isolation compliance check
- Daily Medication and drug review
- Daily Review of Emergency number to call for care escalation (when required)
- (Regular Case review, Emergency Protocols, Isolation compliance check with the NEXT OF KIN)

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4. INDICATION FOR CARE ESCALATION TO ISOLATION CENTRE (Shell will be notified)

1. Pyrexia
2. Difficulty in breathing
3. Uncontrolled High Blood Pressure



4. Uncontrolled Blood Sugar

5. Dehydration

6. Pregnancy

5. TREATMENT AT ISOLATION CENTRE

The following treatment processes/protocols would be undertaken by an appointed officer of the medical centre for each patient at the isolation centres:

- Twice Daily Temperature Checks
- Trice Daily Oxygen Saturation
- Twice Daily Blood Pressure Check
- Daily Fluid balance check
- Daily Dietary Check
- Daily Sleeping Hours check
- Daily Check for new complaints
- Daily Drug and medication review
- Implementation of prescribed Doctors' orders
- Neurological status and state of consciousness
- Cardio-respiratory daily check

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6. INDICATION FOR CARE ESCALATION TO HOSPITAL (Shell will be notified)

1. Deteriorating state of health
2. Hypoxia
3. Hypercapnia
4. Ashmatic Attack
5. Diabetes
6. Uncontrolled High Blood Pressure
7. Acute Medical and Surgical Emergencies
8. Labour and Delivery
9. Incoherent or impaired state of consciousness
10. Difficulty in breathing
11. Any condition that requires hospitalization



7. HIGH DEPENDENCY CARE (ICU LEVEL 1)

1. Diabetic care
2. Uncontrolled Hypertension
3. Cardiac abnormalities and Arrhythmia
4. Renal abnormalities
5. Pregnancy and Labour
6. Oxygen Therapy
7. Pyrexia
8. Dehydration

8. CARE ESCALATION TO LEVEL 3 ICU

1. Hypoxia
2. Hypercapnia
3. Impaired or loss of consciousness
4. Ventilatory support
5. Continuous Renal Replacement Therapy (CRRT) care
6. Hypotension
7. Post-Surgical Care

10. SURGICAL ESCALATION

1. Acute Abdomen e.g. Acute Appendicitis
2. Ruptured Ectopic Pregnancy
3. Caesarean Section (C-section)
4. Thoracostomy

(Shell will be briefed regularly on the condition and status of the patients in all the Centres)

The Care of the patient at all levels will be coordinated by a Team of Specialists Across all Specialties.

11. INPATIENT TESTING PROTOCOLS

All admitted patients would be tested in accordance with the following testing regime:

DAY 1

DAY 9



DAY 14

DAY 21

DAY 28

TWO CONCURRENT NEGATIVE TESTS REQUIRED FOR PATIENT DISCHARGE AT ANY STAGE OF CARE

Results of tests would be discussed and communicated to Shell coordinator as part of the progress report on each patient.

12. DISCHARGE PROTOCOLS

TWO CONCURRENT NEGATIVE TESTS REQUIRED FOR PATIENT DISCHARGE AT ANY STAGE OF CARE

The Shell Coordinator will be notified once patient Test Negative twice. The Lagos State Ministry of Health and NCDC will also be notified.

Arrangement for pick up will be discussed with the patient and next of kin.

(Medical Report to follow)

Follow up Teleconsult and Rehabilitation of Discharged Patients in - 7 days, 1 month, 3 months, 6months and 1 year.