

SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of August 1, 2019, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and MOHAMED KERALA SERIO M.D., an Individual (“**Contractor**”) with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of July 1, 2017 and amended effective August 1, 2018 (collectively the “**Agreement**”) pursuant to which Contractor provides professional consultation and treatment in the Specialty to Patients.
- C. Hospital and Contractor desire to amend the Agreement to extend the term by twelve months and add \$610,000 to the aggregate amount payable.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. **Section 2.1.** Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the aggregate amount of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000) during the term of this Agreement.”
- 3. **Exhibit 2.1.** **Exhibit 2.1** to the Agreement is hereby replaced in its entirety with the attached **Exhibit 2.1**.
- 4. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“5.1 Term. This Agreement shall become effective on July 1, 2017 (the **“Effective Date”**), and shall continue until July 31, 2020 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

MOHAMED KERALA SERIO M.D.,
an individual

Date: 6-18, 2019



NATIVIDAD MEDICAL CENTER

By: _____
Contracts /Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel



Stacy Saetta, Deputy County Counsel

Date: 6/24/19

APPROVED AS TO FISCAL PROVISIONS:



Auditor-Controller's Office

Date: 6-24, 2019