

FIFTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of August 1, 2022, 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, and various outpatient clinics (collectively, the “**Clinics**”) 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, as amended effective August 1, 2018, August 1, 2019, August 1, 2020, and August 1, 2021 (collectively, the “**Agreement**”), pursuant to which Contractor provides professional consultation and treatment in the Specialty to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twelve (12) months and add Six Hundred Ten Thousand Dollars (\$610,000) to the aggregate amount payable to Contractor.

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 Three Million Seven Hundred Ten Thousand Dollars (\$3,710,000) during the term of this Agreement.”

3. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and 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, 2023 (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: _____

NATIVIDAD MEDICAL CENTER

By: _____
Contracts /Purchasing Agent

Date: _____

APPROVED AS TO LEGAL FORM:

Stacy Saetta, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

Auditor-Controller's Office

Date: _____

Exhibit 2.1

COMPENSATION

The Hospital's maximum obligation under this Agreement shall not exceed Six Hundred Ten Thousand Dollars (\$610,000) per contract year.

1. **Professional Services.** Hospital shall pay to Contractor the amount of Two Hundred Fifty Eight Dollars (\$258) per hour for those Professional Services provided to Patients (the "**Professional Services**") rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Coverage Services.** Hospital shall pay to Contractor an amount equal to Six Hundred Twenty-Four Dollars (\$624) per Shift for Coverage Services provided pursuant to this Agreement (the "**Coverage Stipend**"); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For avoidance of doubt, a "**Shift**" shall mean a shift that commences on 8:00 am and ends at 7:59 am the next day, regardless of the day of the week.

3. **Response Payments.** Hospital shall pay to Contractor, in addition to the Coverage Stipend, an amount equal to Two Hundred Fifty Eight Dollars (\$258) per hour for each hour that Contractor is required to be physically present to provide professional consultation or treatment in the ED pursuant to this Agreement (the "**Response Payments**"). The sum of the Coverage Stipend and the aggregate Response Payments shall not to exceed Two Thousand Three Twenty-Two Dollars (\$2,322) per day.

4. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".