Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13611
A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-13611) with Mohamed Kerala Serio, M.D. to provide cardiology services, extending the term by twelve months (August 1, 2019 to July 31, 2020) for a revised full agreement term of July 1, 2017 to July 31, 2020, and adding $610,000 for a revised total not to exceed amount of $1,880,000 in the aggregate; and

b. Authorize the Deputy Purchasing Agent for NMC to sign up to three (3) future amendments to this agreement where the amendments do not significantly change the scope of work, and do not cause an increase of more than ten percent 10% ($122,000) of the original contract amount.

PASSED AND ADOPTED on this 23rd day of July 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 23, 2019.

Dated: July 23, 2019
File ID: A 19-280

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

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: 6/5/19

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