

## **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of January 1, 2020, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and KRISTIN A. BAKHDA, WHNP, CNM, 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 Services Agreement dated effective January 1, 2017 and amended on January 1, 2018 (collectively, the “**Agreement**”) pursuant to which Contractor provides professional consultation and treatment of patients in need of medical care or treatment in the Specialty.
- C. Hospital and Contractor desire to amend the Agreement to extend the term an additional twelve months and add \$100,000 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 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 sum of Four Hundred Thousand Dollars (\$400,000) for the full term of this Agreement.”

3. **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 January 1, 2017 (the “**Effective Date**”), and shall continue until December 31, 2019 (the “**Expiration Date**”), subject to the termination provisions of this Agreement. If the Parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or entered into a new arrangement for the Services provided under this Agreement, then this Agreement

shall automatically be extended on a month-to-month basis for up to twelve (12) months.”

4. **Section 5.5.** Section 5.5 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**5.5 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective fifteen (15) calendar days after written notice of termination is given to the other Party.”

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**

KRISTIN A. BAKHDA, WHNP, CNM, an individual

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO FISCAL PROVISIONS:**

\_\_\_\_\_  
Deputy Auditor/Controller

Date: \_\_\_\_\_, 20\_\_