

**AMENDMENT NO. 5
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
FOLEY & LARDNER, LLP**

THIS AMENDMENT NO. 5 to Agreement, No. A-13173 (“AGREEMENT”) for the provision of legal services is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), on behalf of Monterey County Health Department, and Foley & Lardner, LLP (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on June 21, 2016, County and CONTRACTOR entered into AGREEMENT in the amount of \$300,000 with a term of May 1, 2016 through June 30, 2018; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-2 to modify the Fee Schedule; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 3 to said AGREEMENT to increase the total amount of the AGREEMENT to \$480,000, due to the extended term and added services; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 4 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2021, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-3 to modify the Fee Schedule, and to increase the total amount of the AGREEMENT to \$530,000, due to the extended term and added services; and

WHEREAS, County and CONTRACTOR wish to amend the AGREEMENT to extend the term, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-4 and increase the total amount of the AGREEMENT due to the extended term and added services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend AGREEMENT in the following manner:

1. Paragraph 2.0 “PAYMENT PROVISIONS” shall be amended by removing “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$530,000” and replacing it with “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-4, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$730,000.”

2. Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing “The term of this AGREEMENT is from May 01, 2016 to June 30, 2021, unless sooner terminated pursuant to the terms of the AGREEMENT” and replacing it with “The term of this AGREEMENT is from May 01, 2016 to June 30, 2023 unless sooner terminated pursuant to the terms of this AGREEMENT.”

3. EXHIBIT A-4 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-3. All references in the AGREEMENT to EXHIBIT A or EXHIBIT A-1, EXHIBIT A-2, or EXHIBIT A-3 shall be construed to refer to EXHIBIT A-4. This EXHIBIT A-4 is effective July 1, 2021 through June 30, 2023.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 5 shall continue in full force and effect as set forth in the AGREEMENT.

5. This AMENDMENT NO. 5 shall be effective July 1, 2021.

6. A copy of this AMENDMENT NO. 5 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this AMENDMENT as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR: Foley & Lardner, LLP

DocuSigned by:
By Les Girard
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Leslie J. Girard
County Counsel-Risk Manager
County of Monterey

DocuSigned by:
By Jeffery R. Atkin Jeffery R. Atkin
9G8DA6248AC845C...
Jeffery R. Atkins, Managing Partner

DATED: 5/26/2021 | 3:23 PM PDT

DATED: 4/29/2021 | 12:25 PM CDT

DEPARTMENT HEAD

DocuSigned by:
By Elsa Jimenez
C7A30BA59CA8423...
Elsa Jimenez, Director of Health

DocuSigned by:
By Diane Ung Diane Ung
A1AD4037CB14484...
Diane Ung, Partner

DATED: 5/26/2021 | 4:39 PM PDT

DATED: 4/29/2021 | 10:27 AM PDT

APPROVED AS TO FORM AND LEGALITY
LESLIE J. GIRARD
County Counsel-Risk Manager

DocuSigned by:
By Stacy Saetta 4/29/2021 | 12:46 PM PDT
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Stacy L. Saetta
Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By Gary Giboney 4/29/2021 | 12:58 PM PDT
D3834BFEC1D8449...
Deputy Auditor/Controller

EXHIBIT A-4

Foley & Lardner, LLP

May 1, 2016 through June 30, 2023

I. CONTACT INFORMATION

CONTRACTOR: Diane Ung
Foley & Lardner, L.L.P.
555 South Flower Street
Suite 3300
Los Angeles, CA 90071-2411
(213) 972-4669

County of Monterey: Stacy L. Saetta
Deputy County Counsel
Office of the Monterey County Counsel
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
(831) 755-5045

II. SERVICES TO BE PERFORMED.

Health Department hereby hires CONTRACTOR to render independent legal services to Health Department, subject to the terms of this Agreement. CONTRACTOR shall perform said services faithfully and well, when needed by and as requested by the Health Department. The services to be performed under this Agreement shall consist of providing legal advice with respect to healthcare matters, including Medicaid financing for safety net providers, healthcare transactions, provider agreements, and technology, privacy, and security matters. CONTRACTOR shall perform only such services as are within the expertise of the individual attorneys on CONTRACTOR's staff, and CONTRACTOR shall notify Health Department promptly if any work requested is beyond such expertise. CONTRACTOR shall diligently provide such legal services as are necessary and approved by Health Department in a professional, timely manner. CONTRACTOR shall perform all of its services with due regard to ethical guidelines and the client's interests.

III. PAYMENT PROVISIONS

Health Department shall pay CONTRACTOR according to Section 6, PAYMENT CONDITIONS, of this Agreement.

- A. CONTRACTOR shall bill the Health Department for the professional services of its attorneys at their standard hourly billing rate applicable for the particular fiscal period, or rate as may otherwise be discounted and applied. These rates may change from time to time.

FEE SCHEDULE EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2023

PARTNERS

(All Offices) \$615 -- \$1150

OF COUNSEL, SPECIAL COUNSEL

(All Offices) \$595 -- \$995

SENIOR COUNSEL

(All Offices) \$550 -- \$695

ASSOCIATES

(All Offices) \$340 -- \$625

PARALEGALS

(All Offices) \$285 -- \$335

SUMMER ASSOCIATES

(All Offices) \$250

Rates will reflect discount from the firm's published rates.

C. CONTRACTOR shall submit an invoice to the Health Department no later than 30 days following the month of service. Invoices shall be submitted to:

Stacy L. Saetta
Deputy County Counsel
Office of the Monterey County Counsel
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

IV. ADDITIONAL PROVISIONS

- A. No Conflict of Interest. CONTRACTOR agrees that it shall not represent a client with an interest that is either actually or potentially adverse to the County of Monterey without the County's written consent pursuant to the applicable Rules of Professional Conduct.
- B. Maximum Liability. The maximum amount to be paid by Health Department to CONTRACTOR under this Agreement shall not exceed the sum of \$730,000. This amount may be amended by written agreement between the parties, subject to approval by the Board of Supervisors. CONTRACTOR shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the maximum liability has been spent.
- C. Reimbursement for Expenses.
1. Health Department shall reimburse CONTRACTOR for all actual and necessary expenses pursuant to the County Travel Policy, a copy of which is attached to the Agreement as Exhibit B.
 2. Health Department will not reimburse CONTRACTOR for any non-attorney staff time or overtime for secretarial, clerical, or word processing, costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by Health Department.
- C. Direction from County Counsel. CONTRACTOR shall report to and receive direction from County Counsel in providing advice under this Agreement. If CONTRACTOR prepares any County documents in the performance of services under this Agreement, including but not limited to County resolutions, staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, CONTRACTOR shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.
- E. Reporting Requirements. CONTRACTOR shall provide Health Department with such reports as may be requested by Health Department in connection with the performance of services hereunder.