

**AMENDMENT NO. 7  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Foley & Lardner LLP AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Legal Services**

This Amendment No. 7 to Professional Services Agreement ("Agreement"), dated January 1, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Foley & Lardner LLP (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, and on December 1, 2008 via Amendment No.3, and on April 1, 2010 via Amendment No.4, and on July 1, 2011 via Amendment No.5, and on March 1, 2012 via Amendment No.6; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

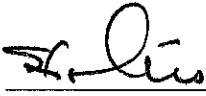
1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-10789).
2. Amendment-No.7 to Exhibit A, attached to this Amendment, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-7 to Exhibit A.
3. Section 2. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$276,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10789) shall not exceed the total sum of \$2,418,000 for the full term of the Agreement*".
4. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1, 2007 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is January 1, 2007 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, and 6 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-10789).
7. The effective date of this Amendment is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Harry Weis, NMC Chief Executive Officer

Date: 4/25/13

APPROVED AS TO LEGAL PROVISIONS

By:  \_\_\_\_\_  
~~Anne Brauer~~ Stacy Saetta  
Monterey County, Deputy County Counsel

Date: 5/7/13

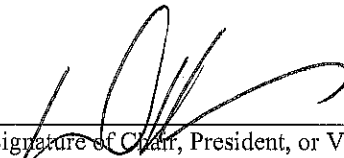
APPROVED AS TO FISCAL PROVISIONS

By:  \_\_\_\_\_  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: 5-9-13

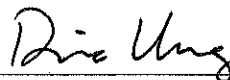
Contractor

Foley & Lardner LLP  
Contractor's Business Name\*\*\* (see instructions)

 \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Deepak Nanda, Managing Partner LA  
Name and Title office

Date: 4/23/2013

By:  \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

DIVNE UNGA, PARTNER  
Name and Title

Date: 4/23/2013

\*\*\*Instructions

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

AMENDMENT-7 TO EXHIBIT A

FOLEY & LARDNER/NATIVIDAD/MONTEREY COUNTY  
 AGREEMENT FOR LEGAL SERVICES  
 HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL  
 JULY 1, 2013 THROUGH JUNE 30, 2014

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>PARTNERS</u>		
Abalona, William	Sacramento	635
Albert, Richard	Los Angeles	549
Bistrow, Mikel	San Diego	752
Gonzalez Knavel, Maria	Milwaukee	612
Guerrero, Jaime	Los Angeles	590
Hoffman, Samuel	San Diego	536
Koch, Gary	Tampa	572
Leventhal, Robert	Los Angeles	626
McClune, Gregory	San Francisco	608
Overly, Michael	Los Angeles	788
Rifenbark, Richard	Los Angeles	549
Riley, Leigh	Milwaukee	585
Rodriguez, Denise	Los Angeles	680
Rossmann, Chris	Detroit	662
Scarano, R. Michael	San Diego	657
Schieble, Mark	San Francisco	689
Seiden, Richard	Los Angeles	698
Smason, Tami	Los Angeles	653
Thrope, Jeff	New York	675
Ung, Diane	Los Angeles	610
Vernaglia, Lawrence	Boston	639
Waltz, Judith	San Francisco	680
Yslas, John	Los Angeles	518
Zigman, Lynette	Milwaukee	599

OF COUNSELS

Doyle, James	Madison	675
Einhorn, Alan	Boston	617
Elson, Elizabeth	Los Angeles	567
Romano, Donald	Washington	630
Sorensen, Heidi	Washington	617

\* For any legal or paralegal personnel who are not listed, Contractor shall be compensated for such personnel in accordance with Contractor's standard hourly rate for such personnel, if Contractor notifies County in writing of the applicable standard rate at the time the invoice that initially reflects services rendered by such personnel is submitted.

AMENDMENT-7 TO EXHIBIT A

FOLEY & LARDNER/ NATIVIDAD/MONTEREY COUNTY  
 AGREEMENT FOR LEGAL SERVICES  
 HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL  
 JULY 1, 2013 THROUGH JUNE 30, 2014

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>SENIOR COUNSEL</u>		
Brooks, Holden	Milwaukee	495
Lacktman, Nathaniel	Tampa	468
McCollum, Michael	Los Angeles	518
Warren, Adria	Boston	626

SPECIAL COUNSEL

Bates, Jeffrey	Los Angeles	575
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ASSOCIATES

Agostinelli, Kathryn	Los Angeles	356
Bortniker, Alexis	Boston	513
Carmi, Danna	Los Angeles	320
Clark, Lauren	Los Angeles	369
Conklin, Mary	Los Angeles	369
Dufour, William	Los Angeles	405
Gourley, Michelle	Los Angeles	420
Habte, Leeann	Los Angeles	450
Marino, Kristy	San Francisco	477
Patel, Shilpa	New York	450
Salinas, Sonia	Los Angeles	430
Shankar, Anil	Los Angeles	420
Wooden, Jeremy	San Diego	430
Young, Brandon	Milwaukee	491
Young, Torrey	Boston	324

PARALEGALS

Lewman, Kevin	Los Angeles	270
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SUMMER ASSOCIATES	All Offices	250
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\* For any legal or paralegal personnel who are not listed, Contractor shall be compensated for such personnel in accordance with Contractor's standard hourly rate for such personnel, if Contractor notifies County in writing of the applicable standard rate at the time the invoice that initially reflects services rendered by such personnel is submitted.

## MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	<b>March 20, 2012</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement with Foley & Lardner for Independent Consulting and Legal Services at NMC, extending the term to June 30, 2013 for a total Agreement amount not to exceed \$1,918,000 in the aggregate.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

### **RECOMMENDATION:**

It is recommended the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement with Foley & Lardner for Independent Consulting and Legal Services at NMC, extending the term to June 30, 2013 for a total Agreement amount not to exceed \$1,918,000 in the aggregate.

### **SUMMARY/DISCUSSION:**

Foley & Lardner LLP specializes in healthcare law, and has for years provided advice and counsel, in consultation with the Office of the County Counsel, on a variety of healthcare-related issues to NMC. The firm represents the California Association of Public Hospitals (CAPH) and works frequently with the state government and CAPH in drafting legislation for the benefit of public hospitals statewide. The firm's expertise in public hospital healthcare law, in areas such as Medi-Cal funding to hospitals and low income patient health programs, is of significant importance to Natividad Medical Center.

The parties entered into their original Agreement for \$276,000 for six months effective January 1, 2007. They entered into a first amendment to the Agreement, effective July 1, 2007, extending the term for one year and increasing the maximum liability to \$552,000. The parties entered into a second amendment to the Agreement, effective July 1, 2008, extending the term for one year and increasing the maximum liability to \$618,000. The parties entered into a third amendment to the Agreement, effective July 1, 2009, extending the term for one year and increasing the maximum liability to \$868,000. The parties entered into a fourth amendment to the Agreement, effective April 1, 2010, extending the term for one year and increasing the maximum liability to \$1,618,000. The parties entered into a fifth amendment to the Agreement, effective July 1, 2011, extending the term for one year and increasing the maximum liability to \$1,918,000. Amendment #6 would extend the term of the Agreement for an additional year to June 30, 2013, without increasing the maximum liability under the Agreement.

### **OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment as to legal form, legality, and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

### **FINANCING:**

The cost for this Amendment is \$793,549 which is included in the Fiscal Year 2011/2012 approved Budget. This action will not require any additional General Fund subsidy.

Prepared by:

Daniel Leon

Deputy County Counsel

February 6, 2012

Attachments: Spend Sheet, Agreement, Amendments, Board Order

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Harry Weis

Chief Executive Officer

Attachments are on file with the Clerk of the Board

Before the Board of Supervisors in and for the  
County of Monterey, State of California

**Agreement No.: A-10789**

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment No. 6 )  
to the Agreement with Foley & Lardner for )  
Independent Consulting and Legal Services at NMC, )  
extending the term to June 30, 2013 for a total )  
Agreement amount not to exceed \$1,918,000 (no )  
increase to previously approved amount) in the )  
aggregate..... )

Upon motion of Supervisor Salinas, seconded by Supervisor Parker, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement with Foley & Lardner for Independent Consulting and Legal Services at NMC, extending the term to June 30, 2013 for a total Agreement amount not to exceed \$1,918,000 (no increase to previously approved amount) in the aggregate.

PASSED AND ADOPTED on this 17th day of April 2012, by the following vote, to-wit:

- AYES: Supervisor Armenta, Calcagno, Salinas, Parker.
- NOES: None
- ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 76 for the meeting on April 17, 2012.

Dated: April 24, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Denise Hancock*  
Deputy

AMENDMENT NO. 6  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Foley & Lardner AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Independent Consulting & Legal Services

The parties to Professional Service Agreement, dated January 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Foley & Lardner (Contractor), hereby agree to amend their Agreement No. (A-10789) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10789).
2. This Amendment shall become effective on March 1, 2012 and shall continue in full force until June 30, 2013.
3. The total amount payable by County to Contractor under Agreement No. (A-10789) shall not exceed the total sum of \$1,918,000 for the full term of the Agreement and 793,549 for the period March 1, 2012 through June 30, 2013.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10789).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR FOLEY & LARDNER-LLP

Signature 1 [Signature]

Dated 1/4/2012

Printed Name Richard W. Lasater II

Title Office Managing Partner

Signature 2 [Signature]

Dated 1/4/2012

Printed Name DIANE UNG

Title Partner

\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature \_\_\_\_\_  
Purchasing Manager

Dated \_\_\_\_\_

Signature [Signature]  
NMC - CEO

Dated 1/6/12

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By [Signature]  
Stacy Saetta, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey

1-12-12 Dated: 1/12/2012



**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>August 23, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (A-10789) with Foley & Lardner LLP for Independent Consulting and Legal Services at NMC in an amount not to exceed \$1,918,000 in the aggregate and \$300,000 for the period July 1, 2011 to June 30, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (A-10789) with Foley & Lardner LLP for Independent Consulting and Legal Services at NMC in an amount not to exceed \$1,918,000 in the aggregate and \$300,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

Foley & Lardner LLP specializes in healthcare law, and has for years provided advice and counsel, in consultation with the Office of the County Counsel, on a variety of healthcare-related issues to NMC. The firm represents the California Association of Public Hospitals (CAPH) and works frequently with the state government and CAPH in drafting legislation for the benefit of public hospitals statewide. The requested increase is associated with an increase in the scope of work for Fiscal Year 2011/12.

**OTHER AGENCY INVOLVEMENT:**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

**FINANCING:**

The cost for this Amendment is \$300,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by:

Daniel Leon; 755-4191

Chief Financial Officer

June 7, 2011

Attachments: Amendments 1, 2, 3, 4, 5, Agreement, Board Order

Attachments are on file with the Clerk of the Board

\_\_\_\_\_  
Harry Weis

Chief Executive Officer

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No. A-10789

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment No. 5 )  
to the Agreement (A-10789) with Foley & Lardner )  
LLP for Independent Consulting and Legal Services at )  
NMC in an amount not to exceed \$1,918,000 in the )  
aggregate and \$300,000 for the period July 1, 2011 to )  
June 30, 2012..... )

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas, and carried by those  
members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to  
execute Amendment No. 5 to the Agreement (A-10789) with Foley & Lardner  
LLP for Independent Consulting and Legal Services at NMC in an amount not to  
exceed \$1,918,000 in the aggregate and \$300,000 for the period July 1, 2011 to  
June 30, 2012

PASSED AND ADOPTED on this 23<sup>rd</sup> day of August, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 75 for the meeting on August 23, 2011.

Dated: August 30, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_  
Deputy


**RENEWAL AMENDMENT NO. 5  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Foley & Lardner AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Independent Consulting & Legal SERVICES**

The parties to Professional Service Agreement, dated January 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Foley & Lardner (Contractor), hereby agree to renew their Agreement No. (A-10789) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10789).
2. Exhibit "A" shall be deleted in its entirety and replaced with Exhibit "A," FOLEY & LARDNER LLP/NATIVIDAD MEDICAL CENTER HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL THROUGH January 31, 2012, attached hereto and incorporated herein by this reference.
3. This Renewal Amendment shall become effective on July 1, 2011 and shall continue in full force and extending the term date until June 30, 2012.
4. The total amount payable by County to Contractor under Agreement No. (A-10789) shall not exceed the total sum of \$1,918,000 for the full term of the Agreement and \$300,000 for fiscal year 2011-2012.
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. (A-10789).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.


**CONTRACTOR** Foley & Lardner LLP

Signature 1 

Dated 5/27/2011

Printed Name DIANE UWAY

Title PARTNER, Foley & Lardner LLP

Signature 2 

Dated 5/27/2011

Printed Name RICHARD W. LASTER

Title Office Managing Partner

*\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

**NATIVIDAD MEDICAL CENTER**

Signature \_\_\_\_\_  
Purchasing Manager

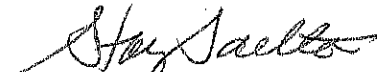
Dated \_\_\_\_\_

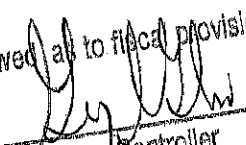
Signature   
NMC - CEO

Dated 6/2/11

Approved as to Legal Form,  
Charles J. McKee, County Counsel

**APPROVED AS TO FORM AND LEGALITY**

  
COUNTY OF MONTEREY

Reviewed as to fiscal provisions  
  
Auditor/Controller  
County of Monterey  
6-6-11

FOLEY & LARDNER/NATIVIDAD MEDICAL CENTER  
 AGREEMENT FOR LEGAL SERVICES  
 HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL  
 THROUGH JANUARY 31, 2012

PERSONNELOFFICEPARTNERS

Abalona, William	Sacramento	585
Gage, Laura	Milwaukee	585
Gonzalez Knavel, Maria	Milwaukee	585
Guerrero, Jaime	Los Angeles	549
Hoffman, Samuel	San Diego	495
Koch, Gary	Tampa	522
Leventhal, Robert	Los Angeles	581
Overly, Michael	Los Angeles	752
Riley, Leigh	Milwaukee	572
Rodriguez, Denise	Los Angeles	653
Rosenbaum, Wayne	San Diego	522
Rossmann, Chris	Detroit	639
Saue, Jacqueline	Washington	608
Scarano, R. Michael	San Diego	594
Schieble, Mark	San Francisco	644
Seiden, Richard	Los Angeles	644
Sevell, Robert	Los Angeles	590
Smason, Tami	Los Angeles	599
Thrope, Jeff	New York	590
Ung, Diane	Los Angeles	563
Vernaglia, Lawrence	Boston	585
Waltz, Judith	San Francisco	639
Yslas, John	Los Angeles	495
Zigman, Lynette	Milwaukee	585

OF COUNSELS

Doyle, James	Madison	675
Einhorn, Alan	Boston	585
Sorensen, Heidi	Washington	567

\* For any legal or paralegal personnel who are not listed, Contractor shall be compensated for such personnel in accordance with Contractor's standard hourly rate for such personnel, if Contractor notifies County in writing of the applicable standard rate at the time the invoice that initially reflects services rendered by such personnel is submitted.

FOLEY & LARDNER/NATIVIDAD MEDICAL CENTER  
 AGREEMENT FOR LEGAL SERVICES  
 HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL  
 THROUGH JANUARY 31, 2012 .

PERSONNELOFFICESENIOR COUNSEL

Kwiecinski, Maureen	Milwaukee	387
Lacktman, Nathaniel	Tampa	374
McCollum, Michael	Los Angeles	446
Rifenbark, Richard	Los Angeles	527
Warren, Adria	Boston	581

SPECIAL COUNSEL

Bates, Jeffrey	Los Angeles	558
Conn, Lawrence	Los Angeles	621

ASSOCIATES

Agostinelli, Kathryn	Los Angeles	279
Bledsoe, Jeremy	Los Angeles	302
Conklin, Mary	Los Angeles	302
Corbett, Kamala	Tampa	446
Gourley, Michelle	Los Angeles	360
Gray, Renate	Milwaukee	297
Habte, Leeann	Los Angeles	387
Kim, Julie	Los Angeles	338
Patel, Shilpa	New York	401
Salinas, Sonia	Los Angeles	360
Shankar, Anil	Los Angeles	356
Wooden, Jeremy	Los Angeles	360

\* For any legal or paralegal personnel who are not listed, Contractor shall be compensated for such personnel in accordance with Contractor's standard hourly rate for such personnel, if Contractor notifies County in writing of the applicable standard rate at the time the invoice that initially reflects services rendered by such personnel is submitted.

FOLEY & LARDNER/NATIVIDAD MEDICAL CENTER  
 AGREEMENT FOR LEGAL SERVICES  
 HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL  
 THROUGH JANUARY 31, 2012

PERSONNELOFFICEPARALEGALS

LeBrun, Alfred	Los Angeles	203
Lewman, Kevin	Los Angeles	261

LIBRARIANS

Frame, Stefanie	Los Angeles	135
Knuth, Charles	Washington	135

SUMMER ASSOCIATES	All Offices	221
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\* For any legal or paralegal personnel who are not listed, Contractor shall be compensated for such personnel in accordance with Contractor's standard hourly rate for such personnel, if Contractor notifies County in writing of the applicable standard rate at the time the invoice that initially reflects services rendered by such personnel is submitted.

MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	June 8, 2010	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement with Foley & Lardner for Independent Consulting and Legal Services at NMC in an amount not to exceed \$1,618,000 (an increase of \$750,000) for the period April 1, 2010 to June 30, 2011.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement with Foley & Lardner for Independent Consulting and Legal Services at NMC in an amount not to exceed \$1,618,000 (an increase of \$750,000) for the period April 1, 2010 to June 30, 2011.

**SUMMARY/DISCUSSION:**

Foley & Lardner LLP specializes in healthcare law, and has for years provided advice and counsel, in consultation with the Office of the County Counsel, on a variety of healthcare-related issues to NMC. The firm represents the California Association of Public Hospitals (CAPH) and works frequently with the state government and CAPH in drafting legislation for the benefit of public hospitals statewide. The requested increase is associated with an increase in the scope of work for Fiscal Year 2009/10. *also well as for continuity legal services 14.*

**OTHER AGENCY INVOLVEMENT:**

*Fy Fiscal Year 200 2010/11.*

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost for this Amendment is \$750,000; \$200,000 is included in the 2009/10 Fiscal Year approved budget. \$550,000 is included in the Fiscal Year 2010/11 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Stacy Saetta  
Deputy County Counsel  
May 19, 2010

  
\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Agreement, Amendments, Board Order

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No: A - 10789**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) )  
to execute Amendment No. 4 to the Agreement with Foley & Lardner for )  
Independent Consulting and Legal Services at NMC in an amount not to )  
exceed \$1,618,0000 (an increase of \$750,000) for the period April 1, )  
2010 to June 30, 2011. )

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement with Foley & Lardner for Independent Consulting and Legal Services at NMC in an amount not to exceed \$1,618,0000 (an increase of \$750,000) for the period April 1, 2010 to June 30, 2011.

PASSED AND ADOPTED this 29<sup>th</sup> day of June, 2010, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker

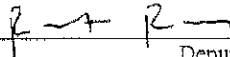
NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 75 for the meeting on June 29, 2010.

Dated: July 1, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By  Deputy



**RENEWAL AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Foley & Lardner AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Independent Consulting & Legal SERVICES**

The parties to Professional Service Agreement, dated January 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Foley & Lardner (Contractor), hereby agree to renew their Agreement No. (A-10789) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10789).
2. This Renewal Amendment shall become effective on April 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (A-10789) shall not exceed the total sum of \$1,618,000 for the full term of the Agreement and \$750,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10789).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature Shirley P. Morrison Dated May 17, 2010  
 Printed Name SHIRLEY P MORRISON Title Partner

**NATIVIDAD MEDICAL CENTER**

Signature [Signature] Dated 7-7-10  
 Purchasing Manager  
 Signature [Signature] Dated 5/20/10  
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]  
 Stacy Saetta, Deputy  
 Attorneys for County and NMC

Dated: 5/26, 2010

Reviewed as to fiscal provisions  
[Signature]  
 Auditor/Controller  
 County of Monterey 52740

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	March 17, 2009	AGENDA NO.:
SUBJECT:	Approve and authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement with Foley & Lardner LLP for Independent Consulting and Legal Services at NMC in an amount not to exceed \$868,000 (an increase of \$250,000) for the period December 1, 2008 through June 30, 2010.	
DEPARTMENT:	NATIVIDAD MEDICAL CENTER	

RECOMMENDATION

It is recommended that the Board of Supervisors approve and authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement with Foley & Lardner LLP for Independent Consulting and Legal Services at NMC in an amount not to exceed \$868,000 (an increase of \$250,000) for the period December 1, 2008 through June 30, 2010.

DISCUSSION/SUMMARY

Foley & Lardner LLP specializes in healthcare law, and has for years provided advice and counsel in consultation with the Office of the County Counsel, on a variety of healthcare-related issues to NMC. The firm represents the California Association of Public Hospitals (CAPH) and works frequently with the state government and CAPH in drafting legislation for the benefit of public hospitals statewide. The previous amendment did not fully reflect the FY 08-09 budgeted amount for this service; thus the need for Amendment # 3.

OTHER AGENCY INVOLVEMENT

The Amendment has been reviewed and approved by the Office of the County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

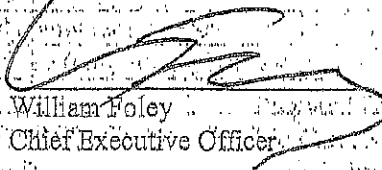
FINANCING

The cost of this Amendment #3 is \$250,000. The current purchase order for fiscal year 2008/09 is at \$75,000. Of the \$250,000 increase requested, \$87,000 is included in the Fiscal Year 2008-09 Adopted Budget. The remaining \$163,000 will be budgeted in Fiscal Year 2009-2010. No additional funding will be required from the County General Fund.

Prepared By: Sid Cato, Management Analyst

Date: February 10, 2008

Attachments: Amendment #3, Agreement, Board Order

  
William Foley  
Chief Executive Officer

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No: A - 10789**

Approve and authorize the Purchasing Manager of Natividad Medical )  
Center (NMC) to execute Amendment No. 3 to the Agreement with )  
Foley & Lardner LLP for Independent Consulting and Legal Services )  
at NMC in an amount not to exceed \$868,000 (an increase of )  
\$250,000) for the period December 1, 2008 through June 30, 2010. )

Upon motion of Supervisor Parker, seconded by Supervisor Salinas, and carried by those members present, effective March 17, 2009, the Board hereby:

Approved and authorized the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement with Foley & Lardner LLP for Independent Consulting and Legal Services at NMC in an amount not to exceed \$868,000 (an increase of \$250,000) for the period December 1, 2008 through June 30, 2010.

PASSED AND ADOPTED this 17<sup>th</sup> day of March, 2009, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 74 for the meeting on March 17, 2009.

Dated: March 19, 2009

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Parker L. Quintoz*  
Deputy

**RENEWAL AMENDMENT NO. 3**  
**FOR PROFESSIONAL SERVICE AGREEMENT**  
**BETWEEN Foley & Lardner AND**  
**THE COUNTY OF MONTEREY**  
**FOR**  
**Independent Consulting & Legal SERVICES**

The parties to Professional Service Agreement, dated January 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Foley & Lardner (Contractor), hereby agree to renew their Agreement No. (A-10789) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10789).
2. This Renewal Amendment shall become effective on December 1, 2008 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (A-10789) shall not exceed the total sum of \$868,000 for the full term of the Agreement; and \$162,000 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10789).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature *Shirley P. Morrison* Dated 2/13/09  
 Printed Name SHIRLEY P. MORRISON Title Partner

**COUNTY OF MONTEREY**

Signature *[Signature]* Dated 3/24/09  
 Purchasing Manager

for Signature *Andrea Rosenbery* Dated MAR 23 2009  
Bill Foley NMC - CEO

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By *[Signature]*  
William Litt, Deputy  
Attorneys for County and NMC

Dated: 2/25 2009

Reviewed as to fiscal provisions  
*[Signature]*  
 Auditor-Controller  
 County of Monterey  
 3-2-09

(Original Agreement No. A-10789)


**RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Foley & Lardner LLP AND  
THE COUNTY OF MONTEREY  
FOR  
Independent Consulting & Legal SERVICES**

The parties to Professional Service Agreement, dated January 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Foley & Lardner (Contractor), hereby agree to renew their Agreement No. (A-10789) on the following amended terms and conditions:


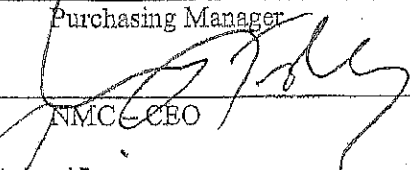
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10789).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (A-10789) shall not exceed the total sum of \$628,000 for the full term of the Agreement; and \$75,000 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10789)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature  Dated 5/8/08  
Printed Name SHIRLEY P. MORRISON Title Partner

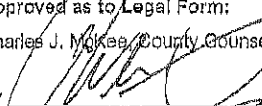
**COUNTY OF MONTEREY**

Signature  Dated 9/16/08  
Purchasing Manager  
Signature  Dated 5/19/08  
NMC CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By

  
W. Allen Bidwell, Deputy  
Attorneys for County and NMC

Dated: 5/13 2008

**RENEWAL AMENDMENT NO. 1**  
**FOR PROFESSIONAL SERVICE AGREEMENT**  
**BETWEEN Foley & Lardner LLP AND**  
**THE COUNTY OF MONTEREY**  
**FOR**  
**Independent Consulting & Legal SERVICES**

The parties to Professional Service Agreement, dated January 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Foley & Lardner (Contractor), hereby agree to renew their Agreement No. (A-10789) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10789).
2. This Renewal Amendment shall become effective on July 1, 2007 and shall continue in full force and extending the term date until June 30, 2008.
3. The total amount payable by County to Contractor under Agreement No. (A-10789) shall not exceed the total sum of \$552,000 for the full term of the Agreement; and \$267,000 for fiscal year 2007-2008.
4. Exhibit A in the original Agreement, referred to as "Contractor's Attorney's current rate schedule (February 1, 2006 through January 31, 2007)," shall be replaced by the document attached to this renewal with the cover page, "Contractor's Attorney's current rate schedule (February 1, 2007 through January 31, 2008)."
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. (A-10789).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR** Foley & Lardner LLP

Signature Richard W. Lasiter

Dated 6-6-07

Printed Name RICHARD W. LASITER

Title PARTNER

**COUNTY OF MONTEREY**

Signature [Signature]  
Purchasing Manager

Dated 7/18/07

Signature [Signature]  
NMC - CEO

Dated 6/18/07

Approved as to Legal Form:  
Charles J. McKee, County Counsel

[Signature]  
By William Biedwell Deputy  
Attorneys for County and NMC

Dated: 6/11, 2007

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No.: A-10789

- a. Approve the Purchasing Manager for the County of Monterey to execute an Agreement with Foley & Lardner LLP for Independent Consulting and Legal Services at Natividad Medical Center in an amount not to exceed \$276,000 for the period January 1, 2007 through June 30, 2007; and
- b. Waive County insurance language requirements

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas, and carried by those members present, effective February 6, 2007 the Board hereby:

- a. Approves the Purchasing Manager for the County of Monterey to execute an Agreement with Foley & Lardner LLP for Independent Consulting and Legal Services at Natividad Medical Center in an amount not to exceed \$276,000 for the period January 1, 2007 through June 30, 2007; and
- b. Waives County insurance language requirements.

PASSED AND ADOPTED on this 6<sup>th</sup> day of February 2007, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, and Salinas  
 NOES: None  
 ABSENT: Supervisors Potter and Smith

I, Lew C. Bauman, 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 73 for the meeting on February 6, 2007.

Dated: February 7, 2007

Lew C. Bauman, Clerk of the Board of Supervisors,  
County of Monterey, State of California

By   
Darlene Drain, Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$25,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Foley & Lardner LLP  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide Independent consulting and Legal Services.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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 \$ 276,000.
3. **TERM OF AGREEMENT.** The term of this Agreement is from January 1, 2007 to June 30, 2007, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A    **Scope of Services/Payment Provisions**  
Contractor's Attorney's current rate schedule  
February 1, 2006 through January 31, 2007

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on \_\_\_\_\_



services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims,

liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement. See Exhibit B attached.

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing, at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which

would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Office of the County Counsel Risk Management	Foley & Lardner LLP
Name and Title	Shirley P. Morrigan
168 West Alisal Street, 3 <sup>rd</sup> Floor Salinas, California 93901	Partner, Foley & Lardner LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021
Address	Address
(831) 755-5045; (831) 744-5457	(310) 975-7987
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent

assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

By: [Signature]  
Purchasing Manager

Date: FEB 20 2007

By: [Signature]  
Department Head (if applicable)

Date: FEB 14 2007

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: W. Allen Birdwell  
Deputy County Counsel

Date: 01-03-2007

Approved as to Fiscal Provisions

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions

By: \_\_\_\_\_  
Risk Management†

Date: \_\_\_\_\_

CONTRACTOR

FOLEY & LARDNER LLP

By: [Signature]

Richard W. Lasater, II  
Los Angeles Office Managing Partner

Date: \_\_\_\_\_

By: [Signature]  
Shirley P. Morrison, Partner

Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_

† Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

PO# B 960769527

# BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as "Agreement", is made effective February 17, 2010 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Covered Entity", and Foley & Lardner LLP hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

## WITNESSETH:

**WHEREAS**, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

**WHEREAS**, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

**WHEREAS**, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

**WHEREAS**, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

**WHEREAS**, the Parties have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

**WHEREAS**, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

**THEREFORE**, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and California law and to protect the interests of both Parties.

## **I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic,



medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if Business Associate determines that such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by

Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Upon Covered Entity's request, Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Upon Covered Entity's request, Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, upon Covered Entity's request, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

### **V. ATTORNEY-CLIENT RELATIONSHIP**

Notwithstanding anything to the contrary contained herein, the parties, recognizing that Business Associate serves as an attorney for Covered Entity, hereby agree that nothing contained in this Agreement:

- (a) Waives the attorney-client, work-product, or any other privilege that may be invoked by, or is applicable to, either party;
- (b) Imposes any duties or obligations on Business Associate that are inconsistent with Business Associate's duties and obligations to Covered Entity as a client of Business Associate, including,

without limitation, any obligation of confidentiality or other obligation imposed on Business Associate under ethical rules applicable to the Parties' attorney-client relationship or otherwise at law; or

(c) Limits either party's right or ability to adequately conduct discovery in any arbitration or litigation proceeding.

It is the intention of the parties that this Agreement shall be narrowly construed and that nothing contained in this Agreement shall impact any aspect of the attorney-client relationship that does not involve the use or disclosure of Protected Health Information.

## VI. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

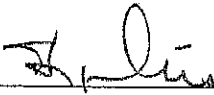
This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: 

Title: CEO

Date: 2/22/10

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LAW FIRM BUSINESS ASSOCIATE HEALTH INFORMATION PRIVACY  
AGREEMENT -

AMENDMENT FOR HITECH ACT

This agreement (the "Amendment") is entered into by and between Foley & Lardner LLP ("Business Associate") and the client named on the signature page hereof ("Client") (each a "Party" and collectively the "Parties").

Business Associate and Client currently have in effect a "business associate agreement" (the "Agreement") as required by the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), all as amended from time to time ("HIPAA").

As a result of the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the "HITECH Act"), the Parties agree to this Amendment in order to reflect the Parties' obligations under the HITECH Act.

1. Effective Date of Amendment. The provisions of this Amendment are generally effective February 17, 2010; provided that certain provisions shall be effective only on such later date that such provision applies to Business Associate pursuant to the HITECH Act.
2. Definitions. All capitalized terms used herein but not defined shall have the meaning given in HIPAA or the HITECH Act, as applicable.
3. Acknowledgment. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.
4. Breach Notification. In the event of any Breach of Client's Unsecured PHI by Business Associate, its agents or subcontractors, Business Associate shall notify Client of such Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR §164.410. Client shall have sole control over the timing and method of providing notification of such breach to the affected individual(s) or others as required by the HITECH Act. Business Associate shall reimburse Client for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, including printing and mailing costs. In addition, if the Client reasonably determines that, given the type of information involved in the Breach, the Client must purchase credit monitoring services or identify theft insurance for the affected individual(s) in order to mitigate the damage caused by the Breach, then Business Associate shall also reimburse the Client's costs of obtaining such credit

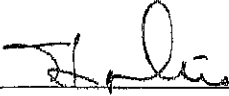
monitoring services or identity theft insurance (not to exceed one year) for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by Business Associate, Client must provide to Business Associate a written accounting of Client's actual costs and, to the extent applicable, copies of receipts or bills with respect thereto.

5. Accounting of Disclosures of Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Client with respect to PHI, then Client may not respond to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Client, and naming Business Associate in such list.
6. Remuneration for PHI. Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Client except as is otherwise permitted by the HITECH Act.
7. Limited Use of PHI. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively.
8. Compliance with Security Provisions. Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (c) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a covered entity. Business Associate shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.
9. Termination of Agreement. If Business Associate knows of a pattern of activity or practice of Client that constitutes a material breach or violation of Client's obligations under the Agreement or this Amendment, then Business Associate shall (a) take reasonable steps to cure such breach or end such violation, if possible; or (b) if such steps are either not possible or are unsuccessful, upon written notice to Client, terminate the attorney-client relationship with Client to the extent such relationship involves the Use or Disclosure of PHI; or (c) if such termination is not feasible, report the breach or violation to the Secretary, unless the regulations promulgated under the HITECH Act exempt Business Associate from such reporting requirement.
10. Interpretation of Amendment. This Amendment and the Agreement shall be construed and interpreted in a manner that will cause the Parties to comply with the requirements of the HITECH Act.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of February 17, 2010.

COUNTY OF MONTEREY (on behalf of  
Natividad Medical Center)

FOLEY & LARDNER LLP

By: 

By: \_\_\_\_\_

Print Name: Harry Jones

Print Name: \_\_\_\_\_

Print Title: CEO

Print Title: \_\_\_\_\_

Please return this signed amendment to:

Loss Prevention Department  
Foley & Lardner LLP  
777 E. Wisconsin Ave.  
Milwaukee, WI 53202-5306



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (312) 381-1000		FAX (A/C. No.): (312) 381-7007
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Foley & Lardner LLP. 777 East Wisconsin Avenue Milwaukee WI 53202-5367 USA			<b>INSURER(S) AFFORDING COVERAGE</b>
			<b>NAIC #</b>
			<b>INSURER A:</b> Federal Insurance Company 20281
			<b>INSURER B:</b> American Guarantee & Liability Ins Co 26247
			<b>INSURER C:</b>
			<b>INSURER D:</b>
			<b>INSURER E:</b>
			<b>INSURER F:</b>

**COVERAGES**                                  **CERTIFICATE NUMBER:** 570048493416                                  **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			3596-48-43 General Liability	08/01/2012	08/01/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7356-92-37 Auto	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION			7988-39-74 Umbrella	08/01/2012	08/01/2013	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC 5945849-02 Workers Compensation	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Professional Liability is Excluded.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Monterey County General Services Contracts/Purchasing Division 1590 Moffett St. Salinas CA 93905-3342 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570048493416





December 17, 2012

Foley & Lardner LLP  
777 East Wisconsin Avenue  
Suite 3800  
Milwaukee, WI 53202-5306

To Whom It May Concern:

### CONFIRMATION OF INSURANCE

We hereby confirm that Foley & Lardner has Professional Liability Coverage under Policy ALA#1017 with an annual limit of \$75,000,000 per claim and \$150,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$3,000,000 each claim up to an aggregate of \$6,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2013 to January 1, 2014.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,  
A RISK RETENTION GROUP**

By: *Nancy J. Montroy* Date: 12/17/2012

Nancy J. Montroy  
Vice President - Director of Underwriting

311 South Wacker Drive, Suite 5700  
Chicago, IL 60606-6629

tel 312-697-6900 fax 312-697-6901 Web site alas.com