



Monterey County

Board Order

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

Agreement No.: A-10789

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 8 to the Agreement (A-10789/MYA366) with Foley & Lardner LLP for Independent Consulting and Legal Services at NMC, maintaining the existing term end date of June 30, 2015 and adding \$200,000 for a revised total Agreement amount not to exceed \$2,618,000 in the aggregate.

PASSED AND ADOPTED on this 1ST day of July 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and 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 77 for the meeting on July 1, 2014.

Dated: July 10, 2014
File Number: A 14-077

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

By 
Deputy

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Foley & Lardner LLP AND
THE NATIVIDAD MEDICAL CENTER
FOR
Legal Services**

This Amendment No. 8 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 July 1, 2013 via Amendment No.7; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$200,000 to allow existing services to continue.

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.8 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-No.8 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 \$2,418,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10789) shall not exceed the total sum of \$2,618,000 for the full term of the Agreement*".
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement, as amended by Amendment Nos. 1 through 7, are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No.8 and all previous Renewals and Amendments and Amendments shall be attached to the original Agreement (No. A-10789).
6. The effective date of this Amendment is July 1, 2014.

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: [Signature]
Sid Cato, NMC Contracts Manager

Date: 7-1-14

By: _____
Harry Weis, NMC Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

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

Date: _____

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

[Signature]
Signature of Chair, President, or Vice-President

Richard W Lasater, Dept. Chair
Name and Title

Date: 4/22/2014

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Diane Ung, Partner
Name and Title

Date: 4/22/2014

*****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)

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: [Signature]
Sid Cato, NMC Contracts Manager

Date: 7-1-14

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 7/1/14

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brader
Monterey County, Deputy County Counsel

Date: 4/24/14

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Gibony
Monterey County Auditor/Controller's Office

Date: 5-2-14

Contractor

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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-NO.8 TO EXHIBIT A

FOLEY & LARDNER/ NATIVIDAD/MONTEREY COUNTY
AGREEMENT FOR LEGAL SERVICES
HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL
JULY 1, 2014 THROUGH JUNE 30, 2015

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>PARTNERS</u>		
Abalona, William	Sacramento	660
Albert, Richard	Los Angeles	575
Gonzalez Knavel, Maria	Milwaukee	610
Guerrero, Jaime	Los Angeles	625
Hoffman, Samuel	San Diego	565
Koch, Gary	Tampa	600
Lacktman, Nathaniel	Tampa	525
Leventhal, Robert	Los Angeles	650
McClune, Gregory	San Francisco	640
Overly, Michael	Los Angeles	795
Rifenbark, Richard	Los Angeles	580
Riley, Leigh	Milwaukee	615
Rodriguez, Denise	Los Angeles	695
Rossmann, Chris	Detroit	680
Scarano, R. Michael	San Diego	685
Schieble, Mark	San Francisco	695
Seiden, Richard	Los Angeles	705
Smason, Tami	Los Angeles	675
Thrope, Jeff	New York	695
Ung, Diane	Los Angeles	625
Vernaglia, Lawrence	Boston	670
Waltz, Judith	San Francisco	695
Warren, Adria	Boston	660
Zigman, Lynette	Milwaukee	625

OF COUNSELS

Einhorn, Alan	Boston	645
Elson, Elizabeth	Los Angeles	585
Romano, Donald	Washington	655
Sorensen, Heidi	Washington	635

* 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-NO.8 TO EXHIBIT A

**FOLEY & LARDNER/ NATIVIDAD/MONTEREY COUNTY
AGREEMENT FOR LEGAL SERVICES
HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL
JULY 1, 2014 THROUGH JUNE 30, 2015**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>SENIOR COUNSEL</u>		
Brooks, Holden	Milwaukee	525
Gourley, Michelle	Los Angeles	465
Habte, Leeann	Los Angeles	510
Marino, Kristy	San Francisco	525
McCollum, Michael	Los Angeles	550
Salinas, Sonia	Los Angeles	480
<u>SPECIAL COUNSEL</u>		
Chmielewski, Monica	Chicago	480
<u>ASSOCIATES</u>		
Albertson, David	Los Angeles	385
Atallah, John	Los Angeles	285
Bortniker, Alexis	Boston	560
Dufour, William	Los Angeles	450
Marblestone, Claire	Los Angeles	325
Nisenbaum, Alexandre	Los Angeles	420
Patel, Shilpa	New York	500
Shankar, Anil	Los Angeles	470
Wooden, Jeremy	San Diego	475
Young, Brandon	Milwaukee	525
Young, Torrey	Boston	370
<u>PARALEGALS</u>		
Lewman, Kevin	Los Angeles	275
SUMMER ASSOCIATES	All Offices	250

* 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 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: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 4/23/13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
~~Anne Braver~~ Sally Saetta
Monterey County, Deputy County Counsel

Date: 5/7/13

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 5-9-13

Contractor

Foley & Lardner LLP

Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

Deepak Nanda, Managing Partner LA office
Name and Title

Date: 4/23/2013

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

DIVINE UNA, 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)

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
Rossman, 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
<u>SPECIAL COUNSEL</u>		
Bates, Jeffrey	Los Angeles	575
<u>ASSOCIATES</u>		
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
<u>PARALEGALS</u>		
Lewman, Kevin	Los Angeles	270
SUMMER ASSOCIATES	All Offices	250

* 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

MEETING:	March 20, 2012	AGENDA NO.:
SUBJECT:	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.	
DEPARTMENT:	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

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

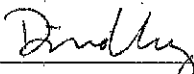


Dated 1/4/2012

Printed Name Richard W. Lasater II

Title Office Managing Partner

Signature 2



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.*

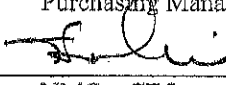
NATIVIDAD MEDICAL CENTER

Signature

Purchasing Manager

Dated

Signature



NMC - CEO

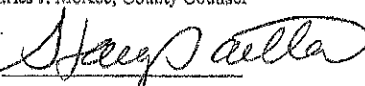
Dated

1/6/12

Approved as to Legal Form:

Charles J. McKee, County Counsel

By



Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

Dated:

1/12/2012

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	August 23, 2011	AGENDA NO.:
SUBJECT:	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.	
DEPARTMENT:	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 23rd 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 Diane Uway

Dated 5/27/2011

Printed Name Diane Uway

Title PARTNER, Foley & Lardner LLP

Signature 2 Richard W. Lasater

Dated 5/27/2011

Printed Name RICHARD W. LASATER

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 [Signature]
NMC - CEO

Dated 6/2/11

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

[Signature]
DEPUTY COUNTY CLERK
COUNTY OF MONTEREY

Reviewed as to fiscal provisions
[Signature]
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
Rossman, 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

MEETING:	²² June 8, 2010	AGENDA NO.:
SUBJECT:	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 \$1,618,0000 (an increase of \$750,000) for the period April 1, 2010 to June 30, 2011.	
DEPARTMENT:	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 \$1,618,0000 (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. *as well as for continuing 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
Attachments: Agreement, Amendments, Board Order


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. 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 29th 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. Morrigan Dated May 17, 2010
Printed Name SHIRLEY P MORRIGAN Title Partner

NATIVIDAD MEDICAL CENTER

Signature Ken Tim Hagem Dated 7-2-10
Purchasing Manager
Signature [Signature] Dated 5/20/10
NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By Stacy Saetta
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.

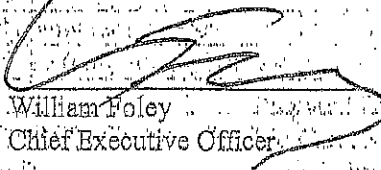
FINANCING

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 17th day of March, 2009, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker

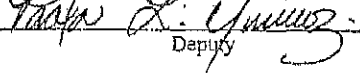
NOES: None

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 
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 Rosenberg 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
3-209

(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. MORREIGAN

Title

Partner

COUNTY OF MONTEREY

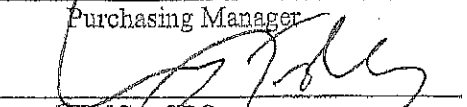
Signature



Dated

9/6/08

Signature



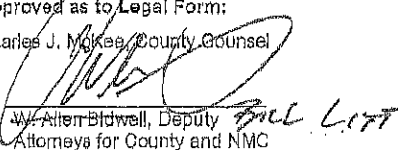
Dated

5/19/08

Approved as to Legal Form:

Charles J. McKee, County Counsel

By


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

Purchasing Manager

Dated

7/8/07

Signature

NMC - CEO

Dated

6/18/07

Approved as to Legal Form:

Charles J. McKee, County Counsel

By

William A. Bidwell Deputy
Attorneys for County and NMC

Dated:

6/11

, 2007