

**AMENDMENT NO. 9
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN FOLEY & LARDBER, LLP AND
NATIVIDAD MEDICAL CENTER
FOR
INDEPENDENT CONSULTING AND LEGAL SERVICES**

This Amendment No. 9 to the Professional Services Agreement ("Agreement") which went into effect on January 1, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Foley & Lardner, LLP, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Independent Consulting and legal Services with a six month term and a total Agreement amount not to exceed \$276,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2007 to extend the term for an additional twelve month period through June 30, 2008 and increase the total agreement amount to \$552,000 via Renewal Amendment #1; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2008 to extend the term for an additional twelve month period through June 30, 2009 and increase the total agreement amount to \$627,000 via Renewal Amendment #2; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2009 to extend the term for an additional twelve month period through June 30, 2010 and increase the total agreement amount to \$868,000 via Renewal Amendment #3; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2010 to extend the term for an additional twelve month period through June 30, 2011 and increase the total agreement amount to \$1,618,000 via Renewal Amendment #4; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2011 to extend the term for an additional twelve month period through June 30, 2012, update the billing rates, and increase the total Agreement amount to \$1,918,000 via Renewal Amendment #5; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2012 to extend the term for an additional twelve month period through June 30, 2013 with no cost increase via Amendment #6; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2013 to extend the term for an additional twenty four month period through June 30, 2015, update the billing rates and increase the total Agreement amount to \$2,418,000 via Amendment #7; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2014 to update the billing rates, and increase the total Agreement amount to \$2,618,000 via Amendment #8; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to increase the total Agreement amount by an additional \$350,000.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in Original Agreement and Amendments Nos. 1 through 8 except as specifically set forth below.

1. Section 2, "PAYMENTS BY COUNTY" shall be amended to the following;

“County shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to limitations set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$2,968,000.”

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 9 and shall continue in full force and effect as set forth in the Agreement and Amendment Nos. 1 through 8.
3. A copy of this Amendment No. 9 shall be attached to the Original Agreement.
4. This Amendment No. 9 is effective retroactive to October 1, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 9 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Signature page to follow.

Natividad Medical Center

By: _____
Gary Gray, M.D., PhD, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 4/7/15

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 4-8-15

CONTRACTOR

FOLEY & LARDNER LLP

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

By: _____
Authorized Signature

Richard Lasater
Partner & Department Chair
Name and Title

Date: 4/2/2015

By: _____
Authorized Signature

Diane Ung, Partner
Name and Title

Date: 4/1/2015

***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)