



*pursuant to the terms of this Agreement."*

5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement and Amendment No. 1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the original Agreement.
6. A copy of this Amendment No. 2 shall be attached to the original Agreement.
7. This Amendment No. 2 shall be effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

\_\_\_\_\_  
Name  
4/18/18  
Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Chief Deputy Auditor-Controller

\_\_\_\_\_  
Name  
4/18/18  
Date: \_\_\_\_\_

**CONTRACTOR**

**Foley & Lardner, LLP**

CONTRACTOR's Business Name

*\*Signature instructions below.*

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

\_\_\_\_\_  
Name and Title

Date: 4/10/2018

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

\_\_\_\_\_  
Name and Title

Date: 4/10/2018

**\*Signature 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 (2 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 (2 signatures required).

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 (1 signature required).

**Foley & Lardner, L.L.P.**

*July 1, 2018 through June 30, 2020*

**I. CONTACT INFORMATION**

CONTRACTOR:	Diane Ung Foley & Lardner, L.L.P. 555 South Flower Street Suite 3500 Los Angeles, CA 90071-2411 (213) 972-4669
County of Monterey:	Stacy L. Sietta Deputy County Counsel Office of the Monterey County Counsel 168 West Alisal Street, 3 <sup>rd</sup> Floor Salinas, CA 93901 (831) 755-5045

**II. SERVICES TO BE PERFORMED.**

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

**III. PAYMENT PROVISIONS**

- A. NMC shall pay CONTRACTOR according to Section 6, PAYMENT CONDITIONS, of this agreement.
- B. CONTRACTOR shall bill NMC for the professional services of its attorneys at their standard hourly billing rate offered to public agencies.

**JULY 1, 2018 – JUNE 30, 2019**

<b><u>PERSONNEL</u></b>	<b><u>TYPE</u></b>	<b><u>OFFICE</u></b>	<b><u>HOURLY RATE</u></b>
Diane Ung	Partner	LA	\$675
Judy Waltz	Partner	SF	\$735
Alexis Bortniker	Partner	Boston	\$645
Anil Shankar	Senior Counsel	LA	\$615
Claire Marblestone	Senior Counsel	LA	\$535
Adam Hepworth	Associate	LA	\$495

**OTHER PARTNERS**

(All Offices) \$530 -- \$975

**OTHER OF COUNSEL**

(All Offices) \$595 -- \$775

**SENIOR COUNSEL**

(All Offices) \$465 -- \$695

**ASSOCIATES**

(All Offices) \$300 -- \$625

**PARALEGALS**

(All Offices) \$275 -- \$325

**SUMMER ASSOCIATES**

(All Offices) \$250

Rates reflect discount from the firm's 2018-19 published rates.

**JULY 1, 2019 – JUNE 30, 2020****PARTNERS**

(All Offices) \$565 -- \$975

**OF COUNSEL**

(All Offices) \$595 -- \$850

**SENIOR COUNSEL**

(All Offices) \$495 -- \$695

**ASSOCIATES**

(All Offices) \$330 -- \$625

**PARALEGALS**

(All Offices)

\$285 -- \$335

**SUMMER ASSOCIATES**

(All Offices)

\$250

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

- C. CONTRACTOR shall submit an invoice to NMC no later than the 30<sup>th</sup> of the month following the month of service. Invoices shall be submitted to:

Stacy L. Sietta  
Deputy County Counsel  
Office of the Monterey County  
Counsel 168 West Alisal Street, 3<sup>rd</sup>  
Floor Salinas, CA 93901

**IV. ADDITIONAL PROVISIONS**

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

finalizing any such drafts.

- E. Reporting Requirements. CONTRACTOR shall provide NMC with such reports as may be requested by NMC in connection with the performance of services hereunder.