AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN FOLEY & LARDNER, LLP AND NATIVIDAD MEDICAL CENTER FOR

INDEPENDENT CONSULTING AND LEGAL SERVICES WITH RESPECT TO HEALTHCARE MATTERS

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on July 1, 2015 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and Foley & Lardner, LLP (hereinafter "CONTRACTOR"). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the "Parties", with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Foley & Lardner, LLP entered into an Agreement for independent consulting and legal services with respect to healthcare matters for with a term July 1, 2015 through June 30, 2017 and a total Agreement amount not to exceed \$600,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 27, 2017 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2018 and to add an additional \$630,000, thereby increasing the total Agreement amount to \$1,230,000; and

WHEREAS, the Parties currently wish to amend the Agreement to extend it for an additional two (2) year period through June 30, 2020 to allow for services to continue for a revised full Agreement term of July 1, 2015 through June 30, 2020, to incorporate a correction to Exhibit A-1 and to add an additional \$500,000 thereby increasing the total Agreement amount to \$1,730,000.

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 the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. At EXHIBIT A-1 per Amendment No. 1, page 6 of 17, under "OTHER PARTNERS", the rate range shall be amended to read:

"(All Offices) \$530 -- \$875"

- 2. Effective July 1, 2018, EXHIBIT A-1 is replaced by EXHIBIT A-2 per Amendment No. 2, and all references in the Agreement to EXHIBIT A and EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2 per Amendment No. 2 as attached to this Amendment No. 2 and incorporated herein.
- 3. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be replaced in its entirety as follows: "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, EXHIBIT A-1, and EXHIBIT A-2 per Amendment No. 2, as applicable, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,730,000."
- 4. The first sentence of <u>Section 3.1 / under Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following:

"The term of this Agreement is from July 1, 2015 through June 30, 2020 unless sooner terminated

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	<u>CONTRACTOR</u>	
By:Gary R. Gray, DO, CEO	Foley & Lardner, LLP CONTRACTOR's Business Name *Signature instructions below.	
Approved as to Legal Provisions	By: (Signature of Chair, President, or Vice-President) Jeff Atkin, LA Managing Partner Name and Title	
By: Harry Jacket Monterey County Departy County Counsel Starry Saetta	Date: 4 (10/2018	
Date:	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)	
By: Monterey County Chief Deputy Auditor-Controller	Diane Ung, Partner Name and Title Date: 4/10/2018	
Name Name		

*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. Saetta

Deputy County Counsel

Office of the Monterey County

Counsel

168 West Alisal Street, 3rd Floor

Salinas, CA 93901 (831) 755-5045

II. SERVICES TO BE PERFORMED.

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

PERSONNEL	TYPE	OFFICE	HOURLY RATE
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
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ASSOCIATES (All Offices)			\$300 \$625
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PARALEGALS (All Offices)			\$275 \$325
(All Offices)			φ213 φ323
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 30th of the month following the month of service. Invoices shall be submitted to:

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

IV. ADDITIONAL PROVISIONS

- A. No Conflict of Interest. CONTRACTOR agrees that it shall not represent a client 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 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. <u>Direction from County Counsel</u>. 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. <u>Reporting Requirements</u>. CONTRACTOR shall provide NMC with such reports as may be requested by NMC in connection with the performance of services hereunder.