

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY
AND
FOLEY & LARDNER, LLP**

THIS AMENDMENT NO. 2 is made to the AGREEMENT for legal services by and between **Foley & Lardner LLP**, hereinafter "CONTRACTOR", and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "County.")

WHEREAS, the County and CONTRACTOR have heretofore entered into an AGREEMENT effective May 1, 2016 to June 30, 2018; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule.

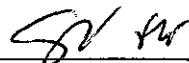
WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT and revise the EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend AGREEMENT in the following manner:

1. Paragraph 3.0 "TERM OF AGREEMENT" shall be amended by removing "*The term of this Agreement is from May 1, 2016 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement*" and replacing it with "*The term of this Agreement is from May 1, 2016 to June 30, 2020 unless sooner terminated pursuant to the terms of this Agreement.*"
2. EXHIBIT A-2 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-1. All references in the Agreement to EXHIBIT A or EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2. This EXHIBIT A-2 modifies the Fee Schedules Effective July 1, 2019 through June 30, 2020.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 2 shall continue in full force and effect as set forth in the AGREEMENT.
4. This Amendment No. 2 shall be effective July 1, 2019.
5. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

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

COUNTY OF MONTEREY

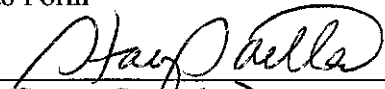
By: 
Director of Health

Date: 06/20/2019

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: 
County Counsel Do

Date: 6/14/19

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 6-18-19

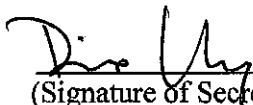
CONTRACTOR

Foley & Lardner LLP
Contractor's Business Name

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

Jeff Atkin, Office Managing Partner
Name and Title

Date: _____

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

Diane Ung, Partner
Name and Title

Date: June 5, 2019

*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.

EXHIBIT A-2

Foley & Lardner, LLP

May 1, 2016 through June 30, 2020

I. CONTACT INFORMATION

CONTRACTOR:

Diane Ung
Foley & Lardner, L.L.P.
555 South Flower Street
Suite 3300
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, 3rd Floor
Salinas, CA 93901
(831) 755-5045

II. SERVICES TO BE PERFORMED.

Health Department hereby hires CONTRACTOR to render independent legal services to Health Department, subject to the terms of this Agreement. CONTRACTOR shall perform said services faithfully and well, when needed by and as requested by the Health Department. The services to be performed under this Agreement shall consist of providing legal advice with respect to healthcare matters, including Medicaid financing for safety net providers, healthcare transactions, provider agreements, 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 Health Department promptly if any work requested is beyond such expertise. CONTRACTOR shall diligently provide such legal services as are necessary and approved by Health Department 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. Health Department shall pay CONTRACTOR according to Section 6, PAYMENT CONDITIONS, of this Agreement.
- B. CONTRACTOR shall bill the Health Department for the professional services of its attorneys at their standard hourly billing rate applicable for the particular fiscal period, or rate as may otherwise be discounted and applied. These rates may change from time to time.

FEE SCHEDULE EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

PARTNERS

(All Offices) \$615 -- \$1150

OF COUNSEL, SPECIAL COUNSEL

(All Offices) \$595 -- \$995

SENIOR COUNSEL

(All Offices) \$550 -- \$695

ASSOCIATES

(All Offices) \$340 -- \$625

PARALEGALS

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

SUMMER ASSOCIATES

(All Offices) \$250

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

- C. CONTRACTOR shall submit an invoice to the Health Department no later than 30 days 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, 3rd Floor
Salinas, CA 93901

IV. ADDITIONAL PROVISIONS

- A. No Conflict of Interest. CONTRACTOR agrees that it shall not represent a client with an interest that is either actually or potentially adverse to the County of Monterey without the County's written consent pursuant to the applicable Rules of Professional Conduct.
- B. Maximum Liability. The maximum amount to be paid by Health Department to CONTRACTOR under this Agreement shall not exceed the sum of \$330,000. This amount may be amended by written agreement between the parties, subject to approval by the Board of Supervisors. CONTRACTOR shall notify the 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. Health Department 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. Health Department 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 Health Department.
- C. 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 Health Department with such reports as may be requested by Health Department in connection with the performance of services hereunder.