

**AMENDMENT 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
FOLEY & LARDNER LLP**

WHEREAS, the County of San Mateo (the "County") and Foley & Lardner LLP ("Foley" or "Contractor") entered into an agreement executed on November 25, 2014, (the "Agreement") under which Contractor agreed to provide certain legal services to the County; and

WHEREAS, the parties to the Agreement now wish to amend it to extend its term, increase the maximum amount payable thereunder, and expand the nature of the services provided under the Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Section 2 of the Agreement, Contract Term, is hereby amended in its entirety to read as follows:
 - 2. Contract Term.** The term of this Agreement shall be from October 30, 2014, to June 30, 2018, unless terminated earlier by the County.
2. Section 3 of the Agreement, Payments, as already modified by Section 10.a of Exhibit A of the Agreement, is hereby amended in its entirety to read as follows:
 - 3. Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. In no event shall total payment for services under this Agreement exceed two hundred fifty thousand dollars (\$250,000.00), unless agreed to in writing by the parties. However, if additional funds are not authorized, County agrees that Contractor has the right to terminate work on the matter and that Contractor need not perform further services pursuant to this Agreement.
3. Section 1 of Exhibit A of the Agreement, Scope of Engagement, is hereby amended in its entirety to read as follows:

1. Scope of Engagement

This Agreement confirms the terms of this matter. As we discussed, the scope of our engagement will be as follows:

- a) To evaluate and advise the County with respect to Medi-Cal managed care payment

arrangements between the San Mateo Medical Center ("SMMC") and the Health Plan of San Mateo ("HPSM"), including capitation arrangements involving SMMC's federally qualified health centers;

b) To advise the County with respect to issues relating to the federal Health Care for the Homeless/Migrant Farm Worker program; and

c) To advise the County with respect to the Health System's other reimbursement and health-care related legal questions as authorized by written/e-mail acknowledgement of the scope of such questions/issues between the Health System (through its Chief, Chief Financial Officer, or Chief's designee) or the San Mateo Medical Center (through the Chief Executive Officer, Chief Financial Officer or their designee); the Office of the County Counsel (through attorneys assigned to the Health System and/or San Mateo Medical Center), and Foley (through its attorneys working with the County).

Should County of San Mateo retain the Firm for subsequent matters, the terms of this Agreement will remain the same unless otherwise communicated.

4. Section 17 of the Agreement is amended to add the following text:

As required by Section 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **FOLEY & LARDNER LLP**


Contractor Signature

9/25/2017
Date

DIANE UNG
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board